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**Cross-Reference:**

Amber Ridge, Plat, Section 1, Instrument # 2001-0075531  
Amber Ridge, Plat, Section 2, Instrument # 2001-0168587  
Amber Ridge, Declaration, Instrument #2001-0075529  
Amber Ridge, Plat Covenants, Instrument #2001-0075530

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**ADOPTION OF RULES AND REGULATIONS**

**AFFIDAVIT OF CORPORATE RESOLUTION  
of the  
AMBER RIDGE HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Amber Ridge Homeowners Association, Inc., by its Board of Directors, on this 24th day of November, 2009, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Indianapolis, Marion County, Indiana commonly known as Amber Ridge was established upon the recording of certain documents with the Office of the Recorder for Marion County, Indiana; and

**WHEREAS**, the Plat for Amber Ridge, Section 1, was filed with the Office of the Marion County Recorder on May 9, 2001, as **Instrument # 2001-0075531**; and

**WHEREAS**, the Plat for Amber Ridge, Section 2, was filed with the Office of the Marion County Recorder on September 25, 2001, as **Instrument # 2001-0168587**; and

**WHEREAS**, the Amber Ridge subdivision is subject to Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Amber Ridge (hereinafter "Declaration"), recorded in the Office of the Marion County Recorder on May 9, 2001, as **Instrument #2001-0075529**, which state that by taking a deed to any Lot within Amber Ridge each owner becomes a mandatory member of the Amber Ridge Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

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**WHEREAS**, all Lots within the Amber Ridge Subdivision are also subject to additional Covenants that run with the land, namely, the Plat Covenants and Restrictions for Amber Ridge (hereinafter "Plat Covenants"), recorded in the office of the Marion County Recorder on May 9, 2001, as **Instrument # 2001-0075530**; and

**WHEREAS**, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation (hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on October 18, 2000; and

**WHEREAS**, the Association's Initial Board of Director(s) adopted a Code of Bylaws (hereinafter "Bylaws") for the Association and the homeowners within Amber Ridge, said Bylaws being amended from time to time; and

**WHEREAS**, the purpose of the Amber Ridge Homeowners Association is to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Plat Covenants of Amber Ridge. Some of these duties include, but are not limited to, the improvement, maintenance and repair of the Common Areas; enforcement of any restrictions or requirements set forth in the Declaration, Plat Covenants, Articles, Bylaws or the Rules, Regulations and Procedures adopted by the Board; performance of any other obligation and duty of the Association as set forth in the Declaration and Plat Covenants, all of which are designed for the promotion of the recreation, health, safety and welfare of the residents in Amber Ridge.

**WHEREAS**, the Declaration, Section 2(A), states the Association shall be operated in accordance with the Articles of Incorporation and the Code of Bylaws of the Association. Section 6 provides that each Owner, by accepting a deed to any Lot subject to the Declaration, takes such deed subject to each and every restriction and agreement in the Declaration, and agree to keep, observe, comply with and perform such restrictions and agreements; and

**WHEREAS**, the Articles of Incorporation, Article II, Section 2, gives the Board of Directors of the Association the authority to do all acts and things necessary, convenient or expedient to carry out the express purpose for which the Association was formed; and

**WHEREAS**, the Bylaws, Article II, Section 10, gives the Board of Directors of the Association the power to promulgate, adopt, revise, amend, and alter from time to time such additional rules and regulations with respect to the use, occupancy, operation and enjoyment of the Development, including the individual Lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Declaration and Plat Covenants, as the Board in its discretion, deems necessary or advisable; and

**WHEREAS**, pursuant to this authority and to supplement the current provisions set forth in the Plat Covenants for Amber Ridge, the Board of Directors desires to adopt certain rules and regulations which it deems necessary and convenient to:

- A. To promote and ensure compliance with the Plat Covenant regarding Vehicle Parking, the purpose of said rules to further define and regulate the use and parking of vehicles in Amber Ridge according to the terms set forth within the Plat Covenants, said rules and regulations all designed to protect each individual Lot owner's use and enjoyment of their Lot and the streets within Amber Ridge, and to preserve the value and desirability of the real properties within the subdivision by protecting the health, safety and welfare of the Lot owners within the Amber Ridge community;

- B. To more clearly provide for the administration and enforcement of the provisions within the Declaration, Plat Covenants, and these Rules and Regulations by adopting enforcement procedures and more clearly defining the remedies of the Association if an Owner fails to follow the Declaration, Plat Covenants, or the Rules and Regulations; and
- C. To facilitate a uniform, non-discriminatory and systematic procedure for the collection of assessments and other charges and more clearly provide the administrative and legal procedures for account collection;

**WHEREAS**, upon adoption, said rules regarding the use and parking of vehicles in Amber Ridge shall be applicable and binding upon each and every Lot and Lot Owner in the Amber Ridge Development; and

**WHEREFORE, BE IT RESOLVED**, pursuant to this authority granted to the Board by the Articles and Bylaws, and in furtherance of the enforcement of the Declaration and Plat Covenants, the Board hereby adopts and certifies that the following is a full and true copy of the Resolution that was duly approved at a meeting of the Board of Directors of the Association held in accordance with applicable laws, and was duly signed by the President and Secretary of the Association certifying that a majority of the members of the Board of Directors approved said Resolution and that the proceedings and the Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles of Incorporation, the Bylaws, the Plat Covenants or the Declaration for Amber Ridge, and that said Resolution shall become effective and applicable to each Owner of a Lot in the Amber Ridge Development upon the recording of these rules with the Marion County Recorder.

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## RULE #1

### PARKING RULES for AMBER RIDGE

#### A. Definitions

1. “*Temporary*” as used in the Vehicle Parking section of the Plat Covenants shall mean any vehicles that are parked on any street or public right of way in Amber Ridge for four (4) hours or less.
2. “*Non-Recurring*” as used in the Vehicle Parking section of the Plat Covenants shall mean any vehicles that are not:
  - a) parked for any length of time on any street or public right of way in Amber Ridge during drive-through inspections more than two (2) times within a one (1) calendar year period of time (January 1<sup>st</sup> –December 31<sup>st</sup>); or
  - b) repetitively parked (more than twice) for any length of time on any street or public right of way in Amber Ridge in violation of any terms as set forth in this Rule.
3. “*Disabled*” as used in the Vehicle Parking section of the Plat Covenants shall mean any vehicle that has not been noticeably moved or driven by its owner for a period of seventy two (72) hours or longer; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven.

#### B. Standard Towing Policy

To further the intent of the Declaration of Amber Ridge and the Plat Covenants that vehicles shall be kept and parked only in driveways and garages and not be parked in the streets and rights of way in Amber Ridge, the Association reserves the right to hire a towing company to enforce and oversee a routine, standardized towing policy within Amber Ridge. As a result, the Association has adopted the following standard towing policy:

1. Drive-through inspections of the entire Development shall be conducted on a random date and time basis. Any vehicle found parked on the street at the time of this random drive-through inspection shall be marked, tagged or stickered.
2. “**Seventy Two (72) Hour**” Policy: After a vehicle is marked, tagged or stickered during a random drive-through inspection, another follow-up drive-through inspection will be conducted approximately seventy-two (72) hours later to make sure the vehicle has been removed from the street. During this follow-up drive through inspection, any vehicle that remains or is found on the street after being initially marked, tagged or stickered with a removal notice will be subject to immediate towing. After being initially marked, tagged or stickered the vehicle is found parked on the street in the same or substantially same location as it was when it was marked, tagged or stickered, then it will be subject to immediate towing, regardless of whether the vehicle has actually been moved since being initially marked, tagged, or stickered.
3. “**Three Strikes and You’re Out**” Policy: If any vehicle is marked, tagged or stickered more than two (2) times in any calendar year during the drive-through inspections, that vehicle shall be subject to immediate towing without further notice, marking, tagging or stickering if

found or observed parked on the street for a third (3<sup>rd</sup>) time or more within a one (1) year period of time (January 1<sup>st</sup> –December 31<sup>st</sup>).

4. The person who owns the vehicle being towed shall be responsible for all costs incidental to the removal, storage and disposal of the vehicle.
5. If a vehicle is not claimed after being towed and is ultimately disposed of, the proceeds from the sale or disposal, if any, shall go to satisfy any outstanding tow, storage and disposal costs first, then to the Association to reimburse it for any costs and expenses incurred as a result of the rule violation, and the remainder shall be refunded to the owner of the vehicle.
6. For purposes of the **“Three Strikes and You’re Out” Policy**, the standard towing procedures set forth herein shall begin anew as of January 1<sup>st</sup> of each calendar year.

### C. Special Towing Policies

The Standard Towing Policy procedures are meant to be a guideline for handling typical street parking enforcement. However, because enforcement of the Plat Covenants or these Rules may depend on many unique factors and/or the specific facts of each situation, including, but not limited to, the number of previous violations committed by an Owner and the type, or seriousness, of the violation that is occurring, the Board hereby reserves the right and privilege to use other procedures or modify the aforementioned procedures as it determines is necessary and appropriate under the circumstances. Hence, the failure of the Board or Committee to solely use the Standard Towing Policy to address parking issues in Amber Ridge, but instead use other standards of enforcement, shall not constitute a waiver, estoppel, or defense of the right of the Association to enforce at any time any provision of the Plat Covenant or these Rules.

1. In addition to the standard towing policy set forth above, the Association may also monitor street parking based upon:
  - a. Complaints or observation of current violations of the Plat Covenant or this Rule by the Association’s Board, homeowners, management agent, employees, or other agents.
  - b. Previous violations of the Plat Covenant or this Rule by a particular owner; or
  - c. Any other reason or method deemed appropriate by the Association.
2. Any vehicle found or observed parked on the street in violation of the “temporary” or “non-recurring” limitations set forth in the Plat Covenant at times other than during the drive-through inspections shall be subject to immediate towing.
3. Repetitive violations (more than twice) of any parking rule may result in the immediate towing of any vehicle parked on the street.
4. Any vehicle found or observed parked anywhere within Amber Ridge, including the streets and/or Lots, in violation of the limitations set forth in the Plat Covenant or this Rule shall be subject to immediate towing.
5. A violation of any parking rule listed herein that impacts, hinders or affects the ability of neighboring property owners from entering or exiting their driveways or using the streets may be subject to immediate towing.
6. Any “Disabled” vehicles found parked on any street in the Development shall be subject to immediate towing.
7. Any boat, trailer, camper, motor home, recreational vehicle, or other similar vehicles of any kind found parked on any street in the Development shall be subject to immediate towing.
8. Any vehicles found parked on any street in the Development that are on jacks, jack stands or other similar devices, or are in any state or condition so as to pose a health or safety risk to any owner or resident in Amber Ridge, shall be subject to immediate towing.

9. Semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles found parked on any street in the Development shall be subject to immediate towing; with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.

#### **D. Other Parking Rules**

1. No vehicles of any kind may be parked for any length of time on any portion of the grass, yard, or other non-paved area within the Development, including the Lots.
2. To prevent traffic interference with driveways, no vehicles of any kind may be parked on any court, cul-de-sac, eyebrow or round portion of any drive or street in the Development in a manner that prevents vehicles from turning around or interferes with neighboring residents from entering or exiting their driveways.
3. No vehicle of any kind may be parked on the street in front of any mailbox such that the vehicle interrupts or interferes with mail delivery.
4. No vehicles of any kind may be parked on any Lot or street in a manner that would block or restrict vehicular traffic on any street in the Development, including, but not limited to, school buses and emergency equipment.
5. No boat, trailer, camper, motor home, recreational vehicle, semi-tractor or trailer, or other similar vehicles of any kind may be parked on any Lot in the Development unless such vehicle or trailer is kept within an enclosed garage.
6. No ATV's, 4-wheeler vehicles, or similar vehicles shall be kept or parked in the neighborhood except within an enclosed garage.
7. No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles shall be permitted in the Development.
8. No vehicles of any kind may be repaired, worked on, serviced or put up on blocks or jacks to accommodate car repair unless such repairs or work are done in an enclosed garage (i.e. vehicle repairs and servicing in the driveway is prohibited).
9. In the event that guest vehicle(s) are parked on the street according to the limitations of this provision, vehicles may be parked on one side of the street only. Vehicles shall not be parked directly across the street from other vehicles, or on both sides of any street.

#### **E. Waiver of Liability**

1. If an Owner's vehicle, or any vehicle belonging to any resident, occupant, guest and invitee of an Owner, is towed pursuant to the Plat Covenant or this Rule, the Declarant, Association, and any person or agent acting on behalf of the Association, shall not be liable for any damage, loss or expense incurred by the Owner or the resident, occupant, guest and invitee of an Owner as a result of a vehicle being towed from the Development.

#### **F. Enforcement**

1. The Plat Covenants and these Rules, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot, Lot Owner, and any resident, occupant, guest and invitee of an Owner in the Development the same as if it were set forth in the Plat Covenant itself. The violation of any rule or regulation set forth herein or adopted by the Association shall be subject to: a) an action at law or in equity by the Association to enjoin the violation; b) the towing of vehicles in violation of the Plat Covenants or this Parking

Rule; or c) any other relief or remedy as may be set forth in the Declaration or Plat Covenants.

If the Association takes action to enforce any rule or regulation set forth herein, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said rule or regulation.

In addition, the Owner and any resident, occupant, guest and invitee of an Owner may be subject to towing and storage fees and other expenses as a result of being towed. The Owner and any resident, occupant, guest and invitee of an Owner shall be directly responsible to the towing and storage agent(s) for these towing and storage expenses.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Plat Covenants, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Declaration or any rule or regulation adopted pursuant to the authority set forth therein.

These additional remedies are adopted herein to maintain the intent and spirit of the Declaration that the Association and its members should not be penalized or suffer from financial loss to the Association's operating budget the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance, including any resident, occupant, guest and invitee of an Owner, with the terms and restrictions set forth in the Plat Covenants or any rule or regulation adopted pursuant to the authority set forth therein.

**[End of Rule #1]**

## **RULE #2**

### **ENFORCEMENT RULES for AMBER RIDGE**

#### **ENFORCEMENT REMEDIES**

These Rules and Regulations, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in Amber Ridge the same as if it were set forth in the Declaration or Plat Restrictions. The violation of any rule or regulation set forth herein or adopted by the Association shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration or Plat Covenants.

If the Association takes action to enforce any rule or regulation set forth herein, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said rule or regulation.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Declaration and Plat Covenants, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Declaration, Plat Covenants, or any rule or regulation adopted pursuant to the authority set forth therein.

These additional remedies are adopted herein to maintain the intent and spirit of the Declaration and Plat Covenants that the Association and its members should not be penalized or suffer from financial loss to the Association's operating budget the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Declaration, Plat Covenants, or any rule or regulation adopted pursuant to the authority set forth therein.

#### **ENFORCEMENT PROCEDURES**

To allow Owners within the Amber Ridge subdivision to have an idea of the process to be used in the case of a violation of the Declaration, Plat Covenants, or any rule or regulation adopted pursuant to the authority therein, the Board has adopted the following standard enforcement procedures:

1. Courtesy Violation Letter. When a violation is identified or reported, the Owner generally will be made aware of the infraction by way of a courtesy letter and given a specified period of time, usually fourteen (14) days, to correct the violation.