

TRANSCRIPTION

Rules and Regulations 2009-0138784

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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.

ADOPTION OF RULES AND REGULATIONS

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

COMES NOW the Amber Ride 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 1st -- December 31st); 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 (3rd) time or more within a one (1) year period of time (January 1st -- December 31st).
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 the purpose of the "Three Strikes and You're Out" Policy, the standard towing procedures set forth herein shall begin anew as of January 1st 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 without 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 files 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 shall be 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.

2. Final Notice Letter. If the violation is not corrected by the time period specified in the Courtesy Violation Letter, or in the event of a new infraction of the same nature, a Final Notice Letter will be sent informing the Owner that he/she has one final opportunity to correct the violation within ten (10) days of the date of the Final Notice Letter before the Association turns the matter over to their attorney to pursue legal remedies. This Final Notice Letter will also remind Owners that they will be responsible for any management company fees or attorney fees charged to the Association to send a violation letter or pursue legal action to gain compliance with the Declaration, Plat Covenants, or the Rules and Regulations.
3. Attorney Letter. If the violation is not corrected within the time period specified in the Final Notice Letter, or in the event of a new violation of the same nature, the Association may elect to have the Association's attorney send a letter informing the Owner that the violation matter has been turned over to his office to pursue any legal action necessary to gain compliance with the Declaration, Plat Covenants, or the Rules and Regulations. This Attorney Letter will also inform the Owner that this is their final opportunity to correct the problem, and failure to do so will result in a lawsuit being filed against them to seek their compliance with the Declaration, Plat Covenants or the Rules and Regulations. The Attorney's Letter will also let the Owner know that they are also responsible for the cost of the attorney's violation letter. ***Once a matter is turned over to the attorney for action, correcting the violation alone will not stop the matter from moving forward; the proceedings will not terminate until the Association has been reimbursed its legal expenses, and failure to reimburse the Association for their legal expenses may result in legal action to collect any and all expenses owed to the Association, including, but not limited to, attorney fees and court costs.***
4. Consideration of Legal Remedies. If the violation is not corrected after the Attorney Letter is sent to the Owner, the Board of Directors will consider the following options:
 - a) Exercising any self-help remedies available to the Association under the Declaration and/or the Plat Covenants;
 - b) Filing a lawsuit and pursuing legal action against the Owner.

If either, or both, of the above options are pursued, the Owner will be responsible to reimburse the Association for all of its expenses, including, but not limited to, attorney's fees, interest, and other costs, as stated in the Declaration and/or the Plat Covenants. A decision to try and use a self-help remedy to correct a violation will not waive the Association's right to subsequently pursue legal action against an Owner who remains in violation of the Declaration, Plat Covenants, or the Rules and Regulations following the attempt at utilizing any self-help remedy by the Association.

5. Self-Help Maintenance and Abatement. The Association may at any time before, during or after the enforcement procedures outlined in this provision exercise its self-help authority as set forth in the Declaration and/or the Plat Covenants. According to this authority, the Association has the right to determine if an owner is properly maintaining his Lot and the improvements on the Lot. If the Association determines the owner is not properly maintaining the Lot or the improvements on the Lot, then the Association has the right to enter upon the Lot and abate, repair, or remove the violation or problem. If the Association exercises its self-help authority, the Association and its employees, agents, and contractors are not liable for any damage that might occur or results from the work, and all expenses incurred by the Association to abate, repair or remove the violation shall be treated as a special assessment against the Lot and Lot owner.

6. Violation Notices. All letters and notices regarding a violation of the Declaration, Plat Covenants or the Rules and Regulations shall be sent to an Owner via First Class U.S. Mail, postage pre-paid. Notices or letters are not required to be sent via certified mail.
7. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the restrictions set forth in the Declaration, Plat Covenants, or the Rules and Regulations shall be held to be waived by that many (or an estoppel of that party to assert) any right available to him upon the occurrence. Recurrence or continuation of such violation or violations of the Declaration, Plat Covenants or the Rules and Regulations. In short, any provision in the Declaration, Plat Covenants or the Rules and Regulations can be enforced at any time.
8. Failure to Follow Enforcement Policies. These enforcement procedures are meant to be a guideline for handling the typical enforcement action. However, because enforcement of the Declaration Plat Covenants, and the Rules and Regulations may depend on many unique factors and/or the specific facts of each matter, including, but not limited to, the number of previous violations committed by as Owner and the type, or seriousness, of the violation that is occurring, the Board hereby reserves the right and privilege to use other procedures under the circumstances. Hence, the failure of the Board or Committee to strictly follow the aforementioned procedures shall not constitute a waiver, estoppel, or defense of the right of the Association to enforce at any time any provision of the Declaration, Plat Covenants, and the Rules and Regulations.

CHARGES FOR VARIOUS RULES ENFORCEMENT PROCEDURES

To properly address a complaint regarding a covenant or rule violation, it requires a member of the board or architectural committee to investigate the complaint to verify whether or not an actual violation has occurred; draft a letter to the violator, if necessary; follow-up to verify if the violation has been removed as requested; and other time consuming and costly measures. The Association shall be allowed to recover its expenses for the time and materials required to investigate and follow-up on covenant and rules violations. These charges are NOT fines, but are liquidated damages for the time and materials spent by the members of the Association in investigating and enforcing the covenants and rules of the community. These charges are similar in nature to late fees and/or interest charged to delinquent assessments, towing charges, self-help maintenance charges, or admission or user fees charged for use of common area pools, lakes, decks or playgrounds.

1. Investigation of Initial Complaint. Once a complaint is received the Association, a member of the Board or Committee shall investigate the complaint to verify the validity. This may require the member driving by the property to observe the alleged violation, interviewing or talking to neighbors other witnesses, discussing the matter with experts, including contractors, attorneys, accountants, surveyors, etc.; and taking photographs of the alleged violation. Because directors currently serve without compensation, there is no charge for the actual time span by a director to investigate a complaint. However, if the Association votes in favor of allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides to compensate committee members, managers, or other authorized persons or agents to conduct these investigations, and there is a charge to the Association for the time spent by the investigator to investigate a violation claim, then the cost of this investigation shall be passed along to the Owner if it is determined that the Owner is in violation of the Declaration or any rule or regulation.

2. *Courtesy Violation Letter.* When a violation is identified or verified through the investigation process, a Board or Committee member shall draft and deliver via first class U.S. Mail a Courtesy Violation Letter to the Owner notifying the Owner of the violation and asking the Owner to correct the violation. The Courtesy Violation Letter shall set a specific compliance date for the Owner to bring his Lot into compliance with the Declaration or rule. Please note that drafting and mailing this Courtesy Violation Letter takes time and expense, including paper, envelope, postage, copying, filing, photograph development, and electronic storage. However, *the Association will send the Courtesy Violation Letter at NO CHARGE to the Owner so long as the violation is corrected or resolved to the satisfaction of the Association. If the violation is not corrected or resolved, future actions by the Association may incur charges in the Owner.*
3. *Follow-Up Investigation on Courtesy Violation Letter.* A member of the Board or Committee shall follow-up on a Courtesy Violation Letter to verify the violation has been corrected. Once again, this may require the member driving by the property to observe the alleged violation: interviewing or talking to neighbors or other witnesses, discussing the matter with experts, including contractors, attorneys, accountants, surveyors, etc.; and taking photographs of the alleged violation. Because directors currently serve without compensation, there is no charge for the actual time span by a director to follow-up on a courtesy letter notice. However, if the Association votes in favor of allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides to compensate committee members, managers, or other authorized persons or agents to conduct these follow-up investigations, and there is a charge to the Association for the time spent by the investigator to conduct a follow-up investigation on a Courtesy Violation Letter, then the cost of this investigation shall be passed along to the Owner if it is determined that the Owner is in violation of the Declaration or any rule or regulation.
4. *Final Notice Letter.* If it is determined during the follow-up investigation that the violation has not been corrected within the time period specified in the Courtesy Violation Letter, then a Final Notice Letter shall be drafted and sent to the Violator. This Final Notice Letter will be sent to the Owner notifying him/her that they have one final opportunity to correct the violation within ten (10) days of the date of the Final Notice Letter before the Association turns the matter over to their attorney to pursue legal remedies. Because directors currently serve without compensation, there is no charge for time spent by a director to draft a Final Notice Letter. However, *the Association shall bill each Owner receiving a Final Notice Letter a nominal fee of \$5.00 in order to recoup the Association's various basic expenses and costs associated with drafting and mailing such a letter.* Please note that if the Association votes in favor of allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides to compensate committee members, managers, or other authorized persons or agents to draft and send these violation letters, and there is a charge to the Association for the time spent by the agent to draft and send the Final Notice Letter, then the cost of this drafting and mailing work shall be passed along to the Owner receiving the Final Notice Letter.
5. *Follow-Up Investigation on Final Notice Letter.* A member of the Board or Committee shall follow up on a Final Notice Letter to verify the violation has been corrected. Once again, this may require the member driving by the property to observe the alleged violation; interviewing or talking to neighbors or other witnesses; discussing the matter with experts, including contractors, attorneys, accountants, surveyors, etc.; and taking photographs of the alleged violation. Because directors currently serve without compensation, there is no charge for the actual time spent by a director to follow-up on a Final Notice Letter. However, if the Association votes in favor of

allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides to compensate committee members, managers, or other authorized persons or agents to conduct these follow-up investigations, and there is a charge to the Association for the time spent by the investigator to conduct a follow-up investigation on a Final Notice Letter, then the cost of this investigation shall be passed along to the Owner if it is determined that the Owner is in violation of the Declaration or any rule or regulation.

6. Prepare Attorney Action Packet. If it is determined during the follow-up investigation that the violation has not been corrected within the time period specified in the Final Notice Letter, then the Association shall copy and prepare a packet of material to be delivered to the Association's attorney for action. This Attorney Action Packet may include copies of old letters and correspondence between the Association and the Violator and other witnesses; photographs of the violation, any surveys, contracts, invoices or other documents which support the Association's claim; architectural review forms submitted by the violator, etc. **The Association shall bill each Owner a nominal fee of \$25.00 in order to recoup the Association's various basic expenses and costs associated with compiling and forwarding this Attorney Action Packet to the Association's counsel.** Because directors currently serve without compensation, there is no charge for time spent by a director to compile an Attorney Action Packet. However, if the Association votes in favor of allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides the compensate committee members, managers, or other authorized persons or agents to compile and forward the Attorney Action Packet, and there is a charge to the Association for the time spent by the agent to compile and forward the Attorney Action Packet, then the cost of this work shall be passed down to the Owner in violation of the Declaration or Rules and Regulations.

7. Self-Help Charges and [ILLEGIBLE] If the Association decides that the best way to resolve a violation of the Declaration or Rules and Regulations is to exercise their right to self-help, or self-corrective action, then the Association shall be entitled to recover any out-of-pocket expenses it may incur during or as a result of exercising its self-help remedy. Such costs may include, but not be limited to, maintenance of repair lines, towing charges, moving or trim charges, paint charges, and disposal fees for clean up and disposing of removed items.
If the Board or Committee elects to send a Self-Help Notice Letter to a violator to inform the Owner of the Association's intent to use self-help to correct or remove a violation if the Owner refuses to correct the violation on his own, then the **Association shall bill each Owner receiving a Self-Help Notice Letter a nominal fee of \$5.00 in order to recoup the Association's various basic expenses and costs associated with drafting and mailing such a letter.** Because directors currently serve without compensation, there is no charge for time spent by a director to draft a Self-Help Notice Letter. However, if the Association votes in favor of allowing board members to be compensated for certain services rendered by the director on behalf of the Association, or the Association decides to compensate committee members, managers, or other authorized parties or agents to draft and send these violation letters, and there is a charge to the Association for the time spent by the agent to draft and send the Self-Help Notice Letter, then the cost of the drafting and mailing work shall be passed along to the Owner receiving the Self-Help Notice Letter.

[End of Rule #2]

RULE #3

ASSESSMENT COLLECTION PROCEDURES POLICY

- 02/01/20xx** Initial Invoice for annual assessment fee that is due and payable on March 1, 20xx.
- 03/01/20xx** "REMINDER NOTICE" is sent to homeowner requesting full payment within fifteen (15) days of the Reminder Notice. Because the annual assessment due on March 1st is now late, a \$30.00 monthly late fee will be added to the account at this time. This late fee will be recurring on the first (1st) of each month from this point forward until all assessments, late fees, and other charges owed the Association are paid in full, OR a mutually agreed upon payment arrangement has been established between the owner and the Association.
- 03/15/20xx** "FINAL NOTICE" is sent to homeowner requesting full payment of all assessments, late fees and other charges owed to the Association within fifteen (15) days of the Final Notice. If payment is not received within this allotted fifteen (15) days, the account will be turned over to the Association's Attorney for immediate legal action.
- 04/01/20xx** A \$30.00 monthly late fee will be added to the account at this time, and a \$95.00 Administrative Expense Charge may be added to the homeowner's account at this time. The delinquent owner's account will be turned over to the Association's Attorney to begin pursuing collection.

Attorney Collection Letter:

Because the Board believes that it is in the best interest of all owners and the Association to avoid court action if possible, the Board has instructed the Association's Attorney to send a collection letter to each delinquent owner turned over to his/her office for collection before filing a lawsuit. As part of this policy, each delinquent owner will be responsible for paying any legal fees or collection costs that result from this collection letter process. If the owner still does not pay all assessments, late fees, attorney fees, costs and other charges owed to the Association after being sent this collection letter, then the attorney will be instructed to file either a small claims action, record a lien, file a foreclosure action, or take whatever form of legal action is allowed by the Declaration and Indiana law to recover the delinquent amounts owed to the Association. According to the Declaration, the delinquent owner will be responsible for paying all assessments, late fees, attorney fees, costs and other charges owed to the Association as a result of any legal action taken.

**Lawsuits
Liens
Foreclosures**

If one of these forms of legal action is taken, the delinquent owner will be charged and will be responsible for paying all assessments, late fees, attorney fees, costs and other charges owed to the Association as a result of any legal action taken. The filing of a lien or foreclosure action does not waive the owner's personal liability for any unpaid assessments, late fees or other charges, and does not prohibit the Association from pursuing more than one possible collection option at the same time.

**Suspension of Voting
And/or User Privileges**

Whenever an Owner becomes thirty (30) or more days delinquent on any sums owed to the Association, that Owner's voting and/or user privileges are automatically suspended. A suspended Owner cannot vote or hold office on the Board. In addition, the Owner's ability to use any Common Areas in the community, such as pools, playgrounds, or clubhouse will be suspended.

NOTES

Special Assessments

If the Association adopts a Special Assessment as provided for in the Declaration, the due dates of the Special Assessment shall be set when the Special Assessment is adopted, and the collection procedure for the Special Assessment shall be handled like the procedures set forth above unless an alternative collection procedure is adopted by the Board especially for the Special Assessment.

Invoices

The Association shall send invoices and other assessment notices pursuant to the Declaration and/or this Assessment Collection Procedure to the owner via first-class U.S. Mail, postage pre-paid, at least thirty (30) days prior to the due date of the assessment or charge. It is not required that any notice from the Association be mailed to an owner via certified or registered mail. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay any assessment by the due date.

Due Date Adjustments

In the event an invoice or notice is mailed or delivered to the owner less than thirty (30) days prior to the due date of the assessment or charge to which the invoice or notice pertains, then payment of such assessment shall not be deemed past due for any purpose if paid by the owner within thirty (30) days after the date of the actual mailing or delivery of such invoice or notice.

Late Charges

All assessments and other charges owed to the Association shall be past due and delinquent if not paid when due. The Association shall charge a \$30.00 monthly late fee to all accounts that have an open and past due balance. Late charges may be added to past due accounts whose balance consists entirely of unpaid late charges. The late fee will be recurring on the first (1st) of each month until all assessments, late fees, and other charges owed to the Association are paid in full. The amount and/or frequency of the late fee is subject to change each year without further notice to the residents. The late charge shall be treated and/or collected in the same fashion as any assessment according to the terms of the Declaration and/or this Assessment Collection Procedure.

Interest

All assessments and other charges owed to the Association and not paid within thirty (30) days after the due date such assessments, charges and the cost of collection thereof, including attorney fees, shall bear interest from the date of delinquency until paid at the rate of one percent (1%) per month, or twelve percent (12%) per annum, until paid in full.

Administrative Expenses

The Association, whether professional managed or self-managed, incurs expenses for processing delinquent accounts. The Association is entitled to reimbursement for these expenses. Therefore, whenever a delinquent account is turned over to the attorney for collection, a \$95.00 administrative expense charge will be added to the homeowner's account at this time. The amount of this administrative expense charge is set by the Board or the property management company, and is subject to change each year without further notice to the residents. Administrative charges for other services may also be incurred by the Association from time to time regarding the owner's property. If so, those administrative charges shall also be added to the owner's account balance.

Returned Check Charges

In addition to any other assessments or charges outlined in the Declaration and/or this Assessment Collection Procedure, a \$25 returned check charge shall be assessed against an owner in the event any check or draft attributable to or paid for the benefit of the owner is not honored by the bank or is returned by the bank for any reason, including, but not limited to, insufficient funds or stopped payment orders. If an owner suffers a returned check situation, the Association reserves the right to require the owner to make all future payments of assessments and other charges by certified check, money order, or credit card (if accepted by Association).

Order of Credit

Any payment received from an owner shall be credited as follows:

1. Any outstanding or unpaid court judgments in the order of the judgment(s) date(s);
2. Oldest assessment/late fee balances in order to the most current assessment/late fee charge;

3. Court costs or other charges and/or expenses owed to the Association, including reimbursement of expenses for any violation of the governing documents and/or rules and procedures.
4. Any attorney fees not reduced to judgment.

Order of Credit

Nothing in this resolution shall require the Association to take specific actions other than to notify owners of the adoption of these policies and procedures. The Association reserves the right and option to continue to evaluate the delinquency policy as it applies to each owner on a case-by-case basis.

[End of Rule #3]

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Amber Ridge Homeowners Association, Inc., and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 24th day of November, 2009.

AMBER RIDGE HOMEOWNERS ASSOCIATION, INC. by:
[ILLEGIBLE]
President
Amber Ridge Homeowners Association, Inc.

ATTEST:

Michele K. Dew
Secretary
Amber Ridge Homeowners Association, Inc.

STATE OF INDIANA }
COUNTY OF Marion }

Before me, a Notary Public in and for said County and State, personally appeared Amy Amico and Michele K. Dew, the President and Secretary, respectively, of Amber Ridge Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Amber Ridge Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal on this 24th day of November, 2000.

Christina G. Short
Notary Public -- Signature

Christina G. Short
Printed

My Commission Expires:
4-15-2017

Residence County: Marion

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. --Scott A. Tanner

This document was prepared by:

Scott A. Tanner
TANNER LAW GROUP
6745 Gray Road, Suite H
Indianapolis, IN 46237
(317) 537-7435

[END OF Rules and Regulations 2009-0138784.pdf]

TRANSCRIPTION

Articles of Incorporation 2000.10.18

[BEGINNING OF Articles of Incorporation 2000.10.18.pdf]

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF INCORPORATION
of
AMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.**

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, October 18, 2000.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 18, 2000.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

2000101900028 / 2000101957089

Indiana Secretary of State
Packet: 2000101900028
Filing Date: 10/18/2000
Effective Date: 10/18/2000

2000101900028

APPROVED
AND
FILED
IND. SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

AMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation (the "Corporation"), pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation shall be "Amber Ridge Homeowners' Association, Inc."

ARTICLE II

Purposes and Powers

Section 1. Type of Corporation. The Corporation is a mutual benefit corporation, as such is described in the Act.

Section 2. Purposes. The Corporation is formed in connection with the development of Amber Ridge, a single-family residential community being developed in Marion County, Indiana, to be evidenced by a plat or plats thereof now or hereafter recorded in the Office of the Recorder of Marion County, Indiana (the "Development"), and, in furtherance of such general purpose, shall have the following specific purposes:

(a) To provide for the management, regulation and maintenance of certain improvements and common areas constructed or to be constructed within the Development, such purposes being more particularly specified in a certain declaration of covenants, conditions and restrictions of Development (the "Declaration"), as recorded or to be recorded in the office of the Recorder of Marion County, Indiana, the terms and conditions thereof and legal description contained therein being incorporated herein by reference.

(b) To exercise all powers and duties of the Board of Directors or Owners as a group referred to in the Declaration.

(c) To do all acts and things necessary, convenient or expedient to carry out the express purpose for which the Corporation is formed.

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SUE ANNE GILROY

Section 3. Powers. Subject to any specific written limitations imposed by the Act, or otherwise by law or by these Articles of Incorporation, and in furtherance of the purposes set forth in Section 2 of this Article, the Corporation shall have all the statutory powers specified in the Act.

Section 4. Limitation Upon Purposes and Powers. The Corporation shall not, by implication or construction, possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration to its members as such; provided, however, that nothing shall prohibit reasonable compensation to members for services actually rendered, upon approval by the Board of Directors, nor shall the Corporation be prohibited from engaging in any undertaking for profit so long as such undertaking does not inure to the profit of its members. The Corporation shall issue no stock and shall pay no dividends at any time.

ARTICLE III

Term of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Registered Office and Registered Agent

The post office address of the principal office of the Corporation is 301 East Carmel Drive, Suite E-300, Carmel, Indiana 46032-2892; and the name and post office address of its Registered Agent in charge of such office is Mark W. Boyce, 301 East Carmel Drive, Suite E- 300, Carmel, Indiana 46032-2892.

ARTICLE V

Membership and Voting Rights

Section 1. Membership. All lot owners in the Development, as well as the members of the first Board of Directors as designated in Article VI herein, or their successors as appointed by the Developer under the Declaration, shall be members; provided, however, if a Lot is owned by more than one person, entity or combination thereof, there shall be only one person with respect to any such lot entitled to a vote in accordance with the provisions of the Declaration and the By-Laws.

Section 2. Voting Rights. The membership of the Corporation shall consist of a single class of voting members with equal voting rights, with each Owner entitled to one (1) vote for each Lot, as defined in the Declaration, owned; provided, however, that during the Development Period, all actions of the Corporation shall require the prior written approval of the Developer, as such terms are defined in the Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be members of the Corporation; provided, however, that no more than one (1) vote shall be cast with respect to any Lot.

Section 3. Meetings. All members shall be entitled to attend meetings of the members of the Corporation when and if they are held or called.

Section 4. Dues and Assessments. The amounts, methods of payment, and sanctions for non-payment of membership dues and assessments shall be specified by the By-Laws of the Corporation and the Declaration.

ARTICLE VI

Data Respecting Directors

Section 1. Number. The number of the Directors of the Corporation shall be not less than three (3) nor more than nine (9), the exact number to be specified by the By-Laws of the Corporation. If the By-Laws do not otherwise provide, the number of Directors shall be three (3).

Section 2. Term of Office. Except as otherwise provided in the By-Laws, all of the Directors shall be elected by the members entitled to vote at each annual meeting and shall hold office for a term of one year or until their successors have been duly elected and qualified. All Directors must be members. A Director may be removed at any time, with or without cause, by a two-thirds (2/3's) vote of the Board of Directors.

Section 3. Names and Post Office Addresses. The names and post office addresses of the first Board of Directors of the Corporation are as follows:

<u>Name</u>	<u>Number and Street</u>	<u>City/State</u>
Mark W. Boyce	301 East Carmel Drive Suite E-300	Carmel, Indiana 46032-2892
Jay L. Collins	301 East Carmel Drive Suite E-300	Carmel, Indiana 46032-2892
Paul Claire	301 East Carmel Drive Suite E-300	Carmel, Indiana 46032-2892

ARTICLE VII

Incorporator

The name and post office address of the incorporator are as follows:

<u>Name</u>	<u>Number and Street</u>	<u>City/State</u>
Lewis E. Willis, Jr.	50 S. Meridian Street, Suite 700	Indianapolis, Indiana 46204

ARTICLE VIII

Indemnification of Officers, Directors and Other Persons

Section 1. Extent of Indemnification. (a) To the extent not prohibited by Indiana law, every person (and the heirs and personal representatives of such person) who is or was a Director, officer, trustee, member of a committee appointed by the Board of Directors, employee or agent of the Corporation or who at the request of the Corporation is or was a Director, officer, trustee, committee member, employee or agent of another corporation or is or was acting in any capacity in a partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him in connected with or resulting from any non-criminal claim, action, suit or proceeding in the following instances:

- (i) if such Director, officer, trustee, committee member, employee or agent is determined, as provided in Section 3 of this Article VIII, to have acted in good faith; and
 - (ii) the individual reasonably believed; (A) in the case of conduct in the individual's official capacity with the Corporation, that the individual's conduct was in the Corporation's best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to the Corporation's best interests.
- (b) With respect to any criminal action or proceeding, every person described in subsection 1(a) of this Article shall be indemnified to the extent provided in subsection 1(a) of this Article if the individual either:
- (i) had reasonable cause to believe his or her conduct was lawful; or
 - (ii) had no reasonable cause to believe that his or her conduct was unlawful.
- (c) The termination of any claim, action, suit or proceeding, by judgment, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director, officer, trustee, committee member, employee or agent did not meet the standards or conduct set forth in subsections 1(a) or 1(b) of this Article.

Section 2. Definitions. (a) The terms "claim, action, suit or proceeding", whether used individually or together, shall include every claim, action, suit or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, in which a Director, officer, trustee, committee member, employee or agent of the Corporation (or his heirs and personal representatives) may become involved, as a party or otherwise:

- (i) by reason of his being or having been a Director, officer, trustee, committee member, employee or agent of this Corporation or of any other corporation where he served as such at the request of this Corporation, or

(ii) by reason of his acting or having acted in any capacity in a partnership, joint venture, association, trust, or other organization or entity where he served as such at the request of this Corporation, or

(iii) by reason of any action taken or not taken by him in any such capacity, whether or not he continues in such capacity at the time such liability or expense shall have been incurred.

(b) The terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of, a Director, officer, trustee, committee member, employee or agent.

(c) The term "party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

Section 3. Procedure for Claiming Indemnification. The Corporation shall not indemnify a person hereunder unless authorized in the specific case after a determination has been made that indemnification of such person is permissible in the circumstance because he or she has met the standards of conduct set forth in Section 1 of this Article VIII. Such determination shall be made by one (1) of the following procedures:

(a) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding.

(b) If a quorum cannot be obtained under Section 3(a) of this Article VIII, by majority vote of a committee designated by the Board of Directors consisting solely of at least two (2) directors not at the time parties to the proceeding. Directors who are parties may participate in the designation.

(c) By special legal counsel:

(i) Selected by the Board of Directors or a committee thereof in the manner prescribed in Section 3(a) or 3(b) of this Article VIII; or

(ii) If a quorum of the Board of Directors cannot be obtained under Section 3(a) of this Article VIII and a committee cannot be designated under Section 3(b) of this Article VIII, selected by a majority vote of the full Board of Directors. Directors who are parties may participate in the selection.

(d) By the members. However, membership voted under the control of Directors who are at the time parties to the proceedings may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination is made by special legal counsel, authorization of indemnification and evaluation as

to the reasonableness of expenses shall be made by those entitled under Section 3(c) of this Article VIII to select counsel.

Section 4. No Limit to Other Rights. The rights of indemnification provided in this Article VIII shall be in addition to any rights to which any such Director, officer, trustee, committee member, employee or agent may otherwise be entitled under the Corporation's By-Laws, a resolution of the Board of Directors or of the members, or any other authorization whenever adopted after notice, by a majority vote of all voting members of the Corporation. Irrespective of the provisions of this Article VIII, the Board of Directors may, at any time and from time to time:

(a) approve indemnification of Directors, officers, trustees, committee members, employees, agents or other persons to the full extent permitted by the provisions of the Act, whether on account of past or future transactions, and

(b) authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, officer, trustee, committee member, employee or agent of the Corporation, or who at the request of the Corporation is or was a Director, officer, trustee, committee member, employee or agent of another corporation or is or was acting in any capacity in a partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability.

Section 5. Advancement of Expenses. (a) Expenses incurred with respect to any claim, action, suit or proceeding may be advanced to an individual by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

(i) the individual furnishes the Corporation a written affirmation of the individual's good faith belief that such individual has met the standard of conduct described in Section 1 of this Article VIII;

(ii) the individual furnishes the Corporation a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct; and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article VIII or under the Act.

(b) The undertaking required by subsection 5(a)(ii) of this Article VIII must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 3 of this Article VIII.

ARTICLE IX

Property of Corporation

The Corporation is without any property or assets upon its incorporation.

ARTICLE X

Provisions for Regulation of Business and Conduct of Affairs of the Corporation

Section 1. Meetings of Members. Meetings of the members of the Corporation shall be held at such place, within or without the State of Indiana, as may be authorized by the By-Laws and specified in the respective notices or waivers of notice of any such meeting.

Section 2. Meetings of Directors. Meetings of the Board of Directors of the Corporation shall be held at such place, within or without the State of Indiana, as may be authorized by the By-Laws and specified in the respective notices or waivers of notice of any such meeting.

Section 3. Distribution of Property Upon Dissolution. Unless otherwise provided in the By-Laws, upon the dissolution of the Corporation and the winding up of its affairs, the assets of the Corporation shall be distributed in accordance with the Act.

Section 4. By-Laws. The Board of Directors of the Corporation shall have power to make, alter, amend or repeal the By-Laws of the Corporation, by an affirmative vote of the majority of the members of the Board of Directors of the Corporation, except as otherwise provided in the Declaration.

Section 5. Amendment of Articles of Incorporation. The Corporation reserves the right to make, alter, amend, change or repeal these Articles in the manner now or hereinafter prescribed or permitted by the provisions of the Act or any amendment thereto or by any other applicable statute of the State of Indiana.

Section 6. HUD/VA Approvals. During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, mergers or consolidations, mortgaging of the Common Area, dedication of the Common Area, the dissolution of the Corporation or the amendment of these Articles.

The undersigned, being a natural person, does hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and to all persons whom it may concern, that a membership list of the Corporation for which a Certificate of Incorporation is hereby applied for has heretofore been opened in accordance with the Act, and that at least three (3) persons have signed such membership list.

Indiana Secretary of State
Packet: 2000101900028
Filing Date: 10/18/2000
Effective Date: 10/18/2000

IN WITNESS WHEREOF, the undersigned, being the incorporator designated in Article VII, executes these Articles of Incorporation of the Corporation and hereby verifies subject to the penalties of perjury that the facts herein are true and correct to the best of his knowledge and belief, this 18th day of October, 2000.

Lewis

Lewis E. Willis, Jr.

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[END OF Articles of Incorporation 2000.10.18.pdf]

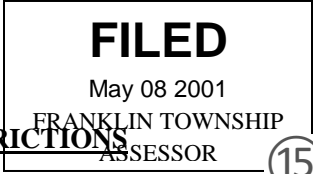
TRANSCRIPTION

Declaration 2001-0075529

[BEGINNING OF Declaration 2001-0075529.pdf]



MARTHA A. WOMACKS
MARION COUNTY AUDITOR
370094 May -9 01



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMBER RIDGE**

THIS DECLARATION, dated October __, 2000, is by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer").

Recitals:

A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Amber Ridge, a single family housing development in Marion County, Indiana (the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana (the "Plats").

B. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges contained herein contained and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof.

Terms:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in the Development including real estate adjacent to the Development.

1. **Definitions.** The following are the definitions of the terms as they are used in this Declaration:

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.

05/09/01 03:20 PM WANDA MARTIN MARION CITY RECORDER [?MJK?] 37.00 PAGES: 15
Inst # 2001-0075529

B. "Association" shall mean the Amber Ridge Homeowner's Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Development Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the powers and authority of the Committee during the Development Period.

E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, the shoreline area of the Lakes as shown on the Plats and any other areas so designated on the Plats.

F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the

1909 Indiana General Assembly as amended to date, I.C.32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons (1) having such interest merely as security for the performance of an obligation, and (2) who have agreed to purchase a Lot from the Developer, but have not acquired title to such Lot.

2. Organization and Duties of Association.

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

B. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 10 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazard as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

E. Condemnation, Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development;

provided, however, that Developer may transfer control of the Association at an earlier date in its solo discretion.

G. Interim Advisory Committee. Until such time as Developer shall transfer control of the Association pursuant to paragraph 2.F. hereof, there shall exist an Interim Advisory Committee (the "Advisory Committee"). The Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than the Developer, or an officer, director or employee of Developer). The members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

H. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Powers of Committee.

A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. The Committee has the authority to approve or disapprove all fences based on material, color, height and placement. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of determining the Assessment and for applying those Restrictions to said Lots, so long as such Lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

5. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorney's fees, shall be a charge on each Lot other than Lots owner by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any preceding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which the Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lots, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the rate of one percent (1%) per month until paid in full. IN addition to such interest, the Association shall assess a late fee, as from time to time determined by the Board of Directors of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

6. Effect of Becoming an Owner. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. Control of the Lakes and Common Areas.

A. Control by the Board. The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes of the Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be

governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 8 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring on December 31, 2016, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 10 hereof.

10. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions

similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

11. HUD/VA Approval. During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veteran Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

12. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Amber Ridge to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,
General Partner

By: Mark W. Boyce
Mark W. Boyce, Vice President

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Amber Ridge on behalf of such developer, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of ~~October, 2000~~ January, 2001.

Michelle M. Cooper

(Michelle M. Cooper) Notary Public

My Commission Expires: 6-17-2001

My County of Residence is: Marion

This Instrument was prepared by Lewis E. Willis, Jr., Attorney at Law.

X:G11\A11923.sb

Legal Description:

Part of the Northeast Quarter of Section 11, Township 14 North, Range 4 East, more particularly described as follows:

Commencing at a Harrison Monument at the Northeast Corner of said Section; thence along the East line of said section, South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) a distance of 690.75 feet to the Northeast corner of the Simpson parcel as recorded as Instrument #83-34266 in the office of the recorder of Marion County; thence along the north line of said parcel and parallel with the North line of said Section, South 88 degrees 27 minutes 04 seconds West (passing a rebar at a distance of 70.00 feet) a distance of 200.00 feet to the Northwest corner of said parcel; thence parallel with the East line of said section and along the west line of said parcel and South 00 degrees 00 minutes 00 seconds West a distance of 605.75 to a Rebar with Cap stamped "Schneider FIRM #001" (hereon referred to as rebar), said point also being on the west line of the Jordan parcel as recorded as Instrument #66-39606 in said office; thence North 87 degrees 14 minutes 49 seconds West a distance of 255.93 feet to a rebar; thence parallel with said east line, South 00 degrees 00 minutes 00 seconds West a distance of 254.66 feet to a rebar and the point of beginning; thence parallel with said north line, North 88 degrees 27 minutes 04 seconds East (passing a rebar at a distance of 385.73 feet) a distance of 455.73 feet to a point on said east section line; thence along said east line, South 00 degrees 00 minutes 00 seconds East a distance of 1145.36 feet to a Harrison Monument at the Southeast Corner of the Northeast Quarter; thence along the South line of said Northeast Quarter, South 88 degrees 23 minutes 37 seconds West a distance of 1339.70 feet; thence North 00 degrees 02 minutes 46 seconds East 985.86 feet; thence North 88 degrees 27 minutes 04 seconds East parallel with the north line of the Northeast Quarter a distance of 883.14 feet; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said quarter section a distance of 160.86 feet to the point of Beginning, continuing 31.96 acres, more or less.

End of Legal Description

[ILLEGIBLE]

HAMILTON TITLE SECURITY LLC

Mar 6 2001 11:15 AM

[END OF Declaration 2001-0075529.pdf]

TRANSCRIPTION

Plat Covenants 2001-0075530

[BEGINNING OF Plat Covenants 2001-0075530.pdf]

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
370095 May -9 01

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**PLAT COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AMBER RIDGE**
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, as Owner of the within described real estate (the "Developer"), does hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Amber Ridge, a subdivision in the City of Indianapolis, Marion County, Indiana (the "Subdivision"). The covenants, conditions and restrictions contained herein shall be in addition to those covenants, conditions and restrictions affecting the Subdivision contained in that certain Declaration of Covenants, Conditions and Restrictions for the Subdivision, recorded or to be recorded by the Developer with the Office of the Recorder of Marion County, Indiana (the "Declaration").

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the applicable zoning ordinances of the City of Indianapolis, Indiana.

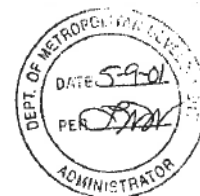
Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in the Subdivisions, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in the addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

FILED
May 08 2001
FRANKLIN TOWNSHIP
ASSESSOR



05/09/01 03:20 PM WANDA MARTIN MARION CITY RECORDER Inst # 2001-0075530 [?MJK?] 27:00 PAGES: 10

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "Development Period", as such term is defined in the Declaration, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the nonexclusive use of the Association, as defined in the Declaration, the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the Subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements including fences, patios, decks, driveways and walkways without the written consent of the applicable governmental authority. The owners of such lots in the Subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works and other owners of said lots in the Subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Lake Maintenance Access Easement and Emergency Access Easement:

There may be strips of grounds as shown on the plat marked Lake Maintenance Access Easement (L.M.A.E.) and Emergency Access Easement (E.A.E.), which are created and reserved: (I) for the use of the Developer during the "Development Period" for access to the common area and (II) for the nonexclusive use of the Association, the Department of Public Works or any other applicable governmental authority for access to the detention/common area; provided, however, the owner of any lot in the Subdivision subject to said easements shall be required to keep the portion of said easement on his lot free from obstructions so that access will be unimpeded.

Medians and Entry Features:

There may be landscaped medians and/or islands located within the Subdivision within the public right-of-way of the streets. There may also be landscape areas located on either side of the entrance to the Subdivision which are part of the Common Areas of the Subdivision. These areas are created and reserved for installation and maintenance of landscaping and entry features, including but not limited to permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association and are not the responsibility of the City of Indianapolis, Indiana.

Landscape Easements:

There may be strips of ground as shown on the plat marked "LE" (landscape easement) which are reserved for the continuation and preservation of the trees and vegetation in such areas. Notwithstanding the reservation of such easement, the Owners of Lots subject to a landscape easement which does not extend along adjoining streets or roads shall have the exclusive right to use such area, subject to any other easement rights affecting such Lot. No permanent or other

structures shall be erected or maintained in such area, including but not limited to fences, patios, decks, driveways, and walkways, unless such as specifically approved by the Committee, as defined in the Declaration, and are in accordance with the City of Indianapolis, Indiana, zoning ordinances.

Common Area:

There may be areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight line of elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines, and a line connecting points twenty five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall be the responsibility of the homeowner and conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displaying to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of the Subdivision.

Mailboxes:

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All pets shall remain under the control and supervision of an adult owner, and shall not be permitted off of such owner's respective lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

Vehicle Parking:

All motor vehicles utilized by any owner of any lot shall be kept and parked only in such lot's garage or driveway. No motor vehicle, whether or not utilized by an owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said lot, except within the garage constructed for such lot.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Seeding of Rear Yards:

Within thirty (30) days of initial occupancy of a residence located upon a lot within the Subdivision, the owner thereof shall cause the rear yard of such lot to be seeded with grass of a type generally used in the Subdivision. The initial seeding of the rear yard may be delayed if the initial occupancy occurs between November 1 and the succeeding March 31, or if, as of the date of initial occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) the following May 1, or (b) thirty (30) days after the completion of the final grading of the rear yard, which ever is later.

Yard and Landscaping Maintenance:

All lawns and other landscaping materials located on any lot within the Subdivision shall be maintained on a regular basis in a neat and orderly fashion. In no event shall the grass on any lot exceed a length of six (6) inches.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in the Subdivision shall exceed five (5) feet above a roof peak. In addition, no free standing antennas or satellite dishes will be allowed.

Satellite Dishes:

No satellite dishes shall be installed or permitted in the Subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in the Subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in the Subdivision.

Basketball Goals: No basketball goals shall be permitted on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

Playground Equipment: No playground equipment shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Architectural Control Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in the Subdivision.

Modular Homes:

Modular homes shall not be permitted in the Subdivision.

Street Access:

All lots shall be accessed from the interior streets of the Subdivision. There shall be no direct driveway access to Edgewood Avenue and Five Points Road.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal and sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if not action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affect property owner for immediate payment.

Fencing Generally:

No fencing shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided, however, that in the discretion of the Committee, the portion of such fence closest

to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

Developer's Right to Perform Certain Maintenance:

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to maintain the same, or otherwise to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the Development Period, the Association shall succeed to the rights of the Developer.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Metropolitan Development Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be constructed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Plat Committee.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 3rd day of January, 2001.

C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce
Mark W. Boyce, Vice President

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my hand and Notarial Seal this 3rd day of January, 2001.

NOTARY PUBLIC: Michelle M. Cooper
Michelle M. Cooper

My Commission Expires: 6-17-2001

My County of Residence: Marion

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.

Legal Description:

Part of the Northeast Quarter of Section 11, Township 14 North, Range 4 East, more particularly described as follows:

Commencing at a Harrison Monument at the Northeast Corner of said Section; thence along the East line of said section, South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) a distance of 690.75 feet to the Northeast corner of the Simpson parcel as recorded as Instrument #83-34266 in the office of the recorder of Marion County; thence along the north line of said parcel and parallel with the North line of said Section, South 88 degrees 27 minutes 04 seconds West (passing a rebar at a distance of 70.00 feet) a distance of 200.00 feet to the Northwest corner of said parcel; thence parallel with the East line of said section and along the west line of said parcel and South 00 degrees 00 minutes 00 seconds West a distance of 605.75 to a Rebar with Cap stamped "Schneider FIRM #001" (hereon referred to as rebar), said point also being on the west line of the Jordan parcel as recorded as Instrument #66-39606 in said office; thence North 87 degrees 14 minutes 49 seconds West a distance of 255.93 feet to a rebar; thence parallel with said east line, South 00 degrees 00 minutes 00 seconds West a distance of 254.66 feet to a rebar and the point of beginning; thence parallel with said north line, North 88 degrees 27 minutes 04 seconds East (passing a rebar at a distance of 385.73 feet) a distance of 455.73 feet to a point on said east section line; thence along said east line, South 00 degrees 00 minutes 00 seconds East a distance of 1145.36 feet to a Harrison Monument at the Southeast Corner of the Northeast Quarter; thence along the South line of said Northeast Quarter, South 88 degrees 23 minutes 37 seconds West a distance of 1339.70 feet; thence North 00 degrees 02 minutes 46 seconds East 985.86 feet; thence North 88 degrees 27 minutes 04 seconds East parallel with the north line of the Northeast Quarter a distance of 883.14 feet; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said quarter section a distance of 160.86 feet to the point of Beginning, continuing 31.96 acres, more or less.

End of Legal Description

[ILLEGIBLE]

HAMILTON TITLE SECURITY LLC

Mar 6 2001 11:15 AM

[END OF Plat Covenants 2001-0075530.pdf]

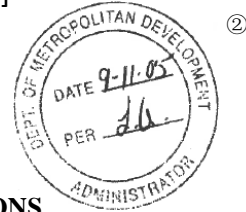
TRANSCRIPTION

Amendment to the Declaration of Covenants

[BEGINNING OF Amendment to the Declaration of Covenants.pdf]

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
588103 JUL 15 05
DULY [ENTERED FOR TAXATION?]
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

FILED
JUL 06 2005
FRANKLIN TOWNSHIP
ASSESSOR



Cross-Reference: 2001-75529

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AMBER RIDGE

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Amber Ridge was executed as of the date set forth below.

WITNESSETH:

WHEREAS, the Amber Ridge subdivision located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions for Amber Ridge" which was recorded on May 9, 2001, as **Instrument No. 2001-75529** in the Office of the Recorder of Marion County, Indiana, said Declaration being hereafter referred to as the "Declaration"; and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana established the Lots and Common Areas comprising said subdivision; and

WHEREAS, after written notice was duly given, a Special Meeting of the Owners and the Amber Ridge Homeowners Association, Inc. ("Association") was held on October 7, 2004; and

WHEREAS, the purpose of said Meeting as stated in the notice for the meeting was for the Association's members to discuss and begin voting upon the approval of the following Amendment to the Declaration; and

WHEREAS, the Owners of more than seventy-five percent of the Lots within Amber Ridge have approved the amendment of the Declaration pursuant to the terms below; and

NOW, THEREFORE, the Declaration which is applicable to all Owners and residents within Amber Ridge is hereby amended as follows:

1. There shall be a new subparagraph (f) added to Section 8.A of the Declaration to read as follows:

(f) No detached structure shall be maintained on any Lot, except with the express written approval of the Development Control Committee. The maximum size of the detached structure shall be 10' wide, 12' long and 8' high. The structure must be located in the rear yard, not in the side or front yard.

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Inst # 2005-0111504

The siding and roof must match the house in color and material. Detached structures located on Lots adjoining lakes cannot be placed as to block neighboring views. This subparagraph (f) shall be deemed to be a part of and amend any provisions set forth in the Plat Covenants, Conditions and Restrictions for Amber Ridge.

2. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of this Amendment, together with the Declaration, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot or the Amber Ridge subdivision as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

3. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendment of the Declaration have been fulfilled and satisfied.

Executed this 16th day of June, 2005.

Amber Ridge Homeowners Association, Inc., by:
Michelle M. Stierwalt
Michelle M. Stierwalt, President

Attest:
Jason Phillips
Jason Phillips, Secretary

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a notary public, in and for said County and State, personally appeared Michelle M. Stierwalt and Jason Phillips, the President and Secretary, respectively, of Amber Ridge Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and notarial seal this 20 day of June, 2005.

Casie Grove
Notary Public - Signature

CASIE GROVE
Printed

My Commission Expires: 07-19-2009

Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

TRANSCRIPTION

First Amendment to Code of By-Laws

[BEGINNING OF First Amendment to Code of By-Laws.pdf]

FIRST AMENDMENT
to the
CODE OF BYLAWS
for
AMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.

COMES NOW the Amber Ridge Homeowners' Association, Inc. by its Board of Directors, on this 24th days 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

WHEREAS, all Lots within the Amber Ridge Subdivision are also subject to additional Covenants with run with the land, namely, the Plat Covenants and Restrictions for Amber Ridge (hereinafter "Plat Covenants"), recording 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; and

WHEREAS, the Articles of Incorporation, Article X, Section 4, and the Bylaws, Article VII, Section 1, states that the power to make, alter, amend or repeal the Code of Bylaws, without the consent of the Members, shall be vested in the Board of Directors of the Association; and

WHEREAS, pursuant to the authority granted to the Board of Directors by the Articles and the Bylaws, the Board of Director(s) desires to make the following amendments to the current Bylaws;

WHEREFORE, the following Amendments to the Bylaws are hereby approved and adopted by a majority vote of the Board of Directors of the Amber Ridge Homeowners' Association, Inc. Those amendments do not conflict in any manner with any provision contained in the Declaration or the Articles, and it is the intention of the Association that all current Bylaw provisions not affected by these amendments are deemed and desired to remain in full force and effect.

Article I, Section 2, is hereby amended to read as follows:

ARTICLE I

Identification

Section 2. Registered Agent and Mailing Address. The name and post office address of the registered agent and principle office of the Corporation at the time of this amendment is: Amber Ridge Homeowners' Association, Inc., c/o Eric Koons, 6325 Nightshade Drive, Indianapolis, IN 46237, or as updated from time to time with the Indiana Secretary of State's Office. Because the registered agent may change from time to time, the current registered agent of the Corporation can be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

Currently, the mailing address of the Association is Amber Ridge Homeowners Association, Inc., P.O. Box 39153, Indianapolis, IN 46239. Until the Board of Directors otherwise determines, the registered agent's location shall be the registered place of business of the Corporation, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the registered place of business of the corporation.

Article II, Section 3, is hereby amended to read as follows:

ARTICLE II

Members

Section 3. Annual Meetings. The annual meeting of the Association shall be held on October 1st of each year, or any other date deemed necessary or desirable by the Board within one hundred eight (180) days of October 1st of each year; however, under no circumstances shall the annual meeting be held more than fifteen (15) months of the previous annual meeting. The specific date, time and place of the annual meeting are to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Article II, Section 4, is hereby amended to read as follows:

ARTICLE II

Members

Section 4. Special Meetings. A Special Meeting of the Members may be called by the President, by resolution approved by a majority of the Board of Directors, or upon written petition signed and dated by not less than ten percent (10%) of all eligible members. The petition shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called. Such purposes, along with the date, time and location of the special meeting shall be stated in the notice of the meeting which is delivered to the members, not less than ten (10) days prior to the date fixed for such meeting. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the members are present.

Article II, Section 5, is hereby amended to read as follows:

ARTICLE II

Members

Section 5. Notice of Meetings. Written or printed notices stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at the meeting, at such address as appears upon the records of the Corporation, at least (10) days before the date of the meeting. Notices of meetings may also be emailed to members if the member consents to receiving such notices via email. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Article II, Section 6(a), is hereby amended to read as follows:

ARTICLE II

Members

Section 6. Voting at Meetings

(a) **Voting Rights.** Unless otherwise suspended, each Lot shall be entitled to cast one vote on each issue properly brought before the membership. In the event any Lot is owned by

more than one person, such persons shall designate one (1) person with respect to such Lot who shall be entitled to vote at a meeting of the members. Such person shall be known at the "Voting Member". Such Voting Member may be the Owner or one of a group comprising all of the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Developer, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it.

Article II, Section 6(b), is hereby amended to read as follows:

ARTICLE II
Members

Section 6. Voting at Meetings

(a) **Proxies.** A Voting Member is entitled to vote either in person or by proxy, executed in writing by such voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary. Proxies must be filed with the Secretary before being allowed to vote. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation, each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting. A submitted proxy shall be valid for eleven (11) months from the date of its execution unless it states a longer or shorter period of validity. A proxy may be withdrawn or revoked by the Voting Member in writing, or by the attendance of the Member at the meeting in which the proxy is to be cast.

Article II, Section 6(c), is hereby amended to read as follows:

ARTICLE II
Members

Section 6. Voting at Meetings

(c) **Quorum and Adjournments:** At any meeting of the membership, unless otherwise set forth in the Declaration of Covenants, the presence of Members, in person or by proxy, entitled to cast ten percent (10%) of the total number of valid and eligible Owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any Owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws. If a Member has had his voting rights suspended pursuant to the Declaration, Articles or these Bylaws, that vote is not considered a valid or eligible vote toward calculating quorum requirements.

After a Member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting. Except as otherwise provided in the Declaration, Articles or these Bylaws, each question or action shall be deemed passed if approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present.

In the event a quorum is not present at any meeting called under authority of these Bylaws, that meeting may be adjourned to a date not more than sixty (60) days later without Notice other than announcement at the meeting even though less than a quorum is present. At such subsequent meeting, the presence of Members, in person or by proxy, entitled to cast five percent (5%) of the total number of valid and eligible Owner votes shall constitute a quorum.

Article II, Section 8, is hereby amended to read as follows:

ARTICLE II

Members

Section 8. Action by Written Ballot. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if the Corporation delivers a written ballot to every Member entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Member to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A solicitation, or request, for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter (other than the election of directors), and specify the time by which a ballot must be received by the Corporation to be counted.

In addition, the Association may conduct voting and other meetings in any other manner as authorized by the Indiana Nonprofit Corporations Act of 1991, as amended.

Article II, Section 9, is hereby added to the Bylaws and shall read as follows:

ARTICLE II

Members

Section 9. Suspension of Voting Rights. No Member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.

For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its authority as set forth in the Declaration, and "payment" shall mean payment of the full assessment amount due, which shall include any collection fees, interest, late fees, attorney fees and court costs that are due and owing the Association pursuant to the Declaration, Articles or these Bylaws. Hence, if any Owner arranges payment of an assessment amount through a payment option offered by the Association, and that payment arrangement does not pay the entire assessment amount within thirty (30) days of the assessment becoming due, then that Owner's voting rights shall remain suspended as set forth under this provision until the entire assessment amount is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not cease any suspension under this provision until the funds from the payments are actually received by the Association.

Article III, Section 1, is hereby amended to read as follows:

ARTICLE III

Directors

Section 1. In General.

(a) Number. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) persons, with the minimum number of Directors being three (3) and the maximum number of Directors being nine (9). The exact number of Directors may be increased or decreased, as permitted by law, by resolution of the Board of Directors.

(b) Qualifications. A director must be an Owner in the Amber Ridge subdivision, maintain their primary place of residence in the Amber Ridge community, and not have their membership rights in the Corporation suspended for any reason as set forth in the Declaration, Articles or these Bylaws. In addition, and in a display of honesty and integrity to the members of the Amber Ridge community, all persons elected to serve as a Director must execute, or sign, the Statement of Conduct adopted by the Board of Directors and attached to this amendment of the Bylaws and marked as "Addendum 1", to govern the conduct and activities of Board members; and any person elected to serve on the Board of Directors who shall refuse to sign the Statement of Conduct shall not be eligible to serve as a Director. In addition, no Lot may be represented by more than one person or representative on the Board of Directors at the same time.

(c) Term of Office Generally. The Board of Directors shall serve their terms on a staggered basis as provided by law. To initiate this staggered rotation, the Association shall elect one (1) Director to serve a three (3) year term, one (1) Director to serve a two (2) year term of office, and one (1) Director to serve a one (1) year term of office. At all directorship elections held thereafter, all directors shall be elected to serve a three (3) year term of office. All directors shall serve their full term and/or until their respective successors are properly elected and qualified.

In the event that the number of Directors is increased or decreased by resolution of the Board, the election terms, or rotation, of said Directors shall be determined by the Board at the time the increase or decrease is approved, so long as the election of Directors continues to be staggered. If multiple directors are being appointed by the Board to fill staggered Board vacancies, then the Board shall determine which appointee shall serve each respective staggered term. A Director may serve any number of consecutive terms.

(d) Nominations. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations may be made in writing and presented to the Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a deadline date for submitting written nominations prior to the annual meeting.

If an insufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be accepted from the floor prior to voting on any open Directorship position. If a sufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual meeting has the sole discretion to either 1) stand on the submitted written nominations; or 2) accept additional oral nominations from the floor, prior to voting on any open Directorship position.

(e) Election of Directors. Voting on each position for the Board of Directors shall be by paper ballot containing the signature, printed name and address of the Owner casting said ballot. Written balloting may be waived by proper motion at the annual meeting and voting conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions open for election (i.e. 2 nominees for 2 open directorships).

Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for as many nominees as are to be elected; however, cumulative voting shall not be allowed. Those persons receiving the highest number of votes shall be elected.

At any director election where the terms of those directors being elected are to be staggered, the highest vote recipient shall be elected to the longest term, the second highest vote recipient shall be elected to the second longest term, and so on until all director positions being elected are filled. If there is a tie for directorship positions of differing term lengths (i.e. two (2) persons both receive fifteen (15) votes, but one (1) is to serve a two (2) year term and one (1) is to serve a one (1) year term), the directors may agree to which term each will serve without the need for a new run-off vote. If the directors cannot resolve the term dispute by agreement, then the presiding officer shall have the sole discretion to decide the issue by either 1) a run-off ballot, or 2) the flip of a coin.

In the event no quorum is present at an annual meeting of the Association, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating, written petition or oral nomination, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these Bylaws. Any Director so appointed to fill an open position on the Board of Directors shall serve until the next annual meeting.

Article III, Section 2, is hereby amended to read as follows:

ARTICLE III

Directors

Section 2. Vacancies and Removal.

(a) Vacancies. Any vacancy that shall occur in the Board of Directors due to the death, resignation, removal or otherwise shall be filled by a majority vote of the remaining Directors, unless that vacancy is caused by a Director(s) being removed from the Board by a vote of the Membership at a Special Meeting, in which case the Members in attendance at that Special Meeting shall elect from eligible Owners nominated at the Special Meeting a successor(s) to fill

the vacant term(s) of any removed Director(s). Any Director appointed to fill a vacancy on the Board shall serve the unexpired portion of his predecessor.

(b) Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Corporation at a meeting of the Members called expressly for that purpose.

A Director holding an office may also be removed, with or without cause, by a two-thirds (2/3) vote of the Board of Directors.

For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: a) failing to attend three (3) or more consecutive meetings of the Board of Directors; b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or criminal behavior; d) breach or disclosure of confidential Board information or discussions to person(s) not on the Board; e) failure to conform or follow the Director's Statement of Conduct; f) or any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole.

Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the members or the remaining Directors. The vacancy of a Director removed by the Members at a special meeting or a vacancy of a directorship due to a Director being removed by a vote of the Board shall be filled pursuant to the vacancy provisions within these Bylaws.

Article III, Section 5, is hereby amended to read as follows:

ARTICLE III

Directors

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or email, or notice may be given by mail if mailed at least three (3) days before such meeting.

Article III, Section 8, is hereby amended to read as follows:

ARTICLE III

Directors

Section 8. Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. Evidence of the written or email approval shall be made a part of the corporate Board minutes or records.

Article III, Section 9, is hereby amended to read as follows:

ARTICLE III

Directors

Section 9. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Development, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. The Board may employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but not limited to:

- (a) maintenance, repair and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of the Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) procuring of utilities in connection with the Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);
- (c) landscaping, painting, decoration, furnishing, and maintenance and upkeep of, the Common Areas;
- (d) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;
- (e) preparation of the annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (h) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage required under this Declaration and such other insurance coverage as the Board, in its sole discretion, may deem necessary or advisable;
- (i) paying taxes and assessments assessed against and payable with respect to the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;

- (j) enforcing all covenants, restrictions, bylaws and rules and regulations in the Declaration, Articles, Bylaws or adopted rules and regulations;
- (k) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Article II, Section 10, is hereby amended to read as follows:

ARTICLE III

Directors

Section 10. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties;
- (b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all such costs there from;
- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to 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; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners;
- (h) To take any and all appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provision, restrictions or requirements within Declaration, Articles, Bylaws, or rules and regulations of the Association;
- (i) to grant such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with an one or more utility easements, maintenance and access easements, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Article IV, Section 1, is hereby amended to read as follows:

ARTICLE IV

Officers

Section 1. In General. The officers of the Corporation shall be members of the Board of Directors and shall consist of a President, a Secretary, a Treasurer, and such other officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Article V, Section 1, is hereby amended to read as follows:

ARTICLE V

Books and Records and Assessments

Section 1. In General: Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, financial documents and other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection shall be open for inspection by any member or other properly designated party upon written request submitted to the Board at least five (5) days in advance of the inspection date, at the principal office of the Association, during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at a reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and its members. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any member requesting to inspect the accounts, books, records, financial statements, membership lists and other documents and papers of the Association to comply with the procedures and requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., and any amendments or modification subsequently adopted thereto, and reserves the right to deny any request for document inspection which the Association, in its sole discretion, determines: a) was not made in good faith or for a proper purpose; b) the member fails to describe with reasonable particularity the purpose and the records the member desires to inspect; or c) the records requested to be inspected by the member are not directly connected to the stated purpose for the request.

Article V, Section 2, is hereby amended to read as follows:

ARTICLE V

Books and Records and Assessments

Section 2. Assessments. Each Owner, with the exception of the Developer, is obligated to pay to the Corporation annual and special assessments, as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (3) days shall be delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month or the maximum lawful rate, whichever is less. In addition, the Association may impose reasonable late fees on all delinquencies in an amount(s) determined by the Board from time to time. The Board may adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, the Owner shall be personally obligated to reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner shall be personally obligated to pay any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest and late fees on any assessment as above provided, and reasonable attorneys' fees, together with the costs of the action. In addition, an Owner who becomes more than thirty (30) days delinquent on an assessment or other payment due to the Association shall not be eligible to vote, either in person or by proxy, to be elected or serve on the Association's Board of Directors, or to use any of the Common Area facilities, if any, pursuant to the provisions set forth in the Declaration.

Article VII, Section 1, is hereby amended to read as follows:

ARTICLE VII

Amendments and Definitions

Section 1. Amendments. The Board of Directors of the Corporation shall have power to make, alter, amend or repeal the Bylaws of the Corporation by an affirmative vote of the majority of the members of the Board of Directors of the Corporation, except as otherwise provided in the Declaration.

Article VII, Section 3, is hereby added to the Bylaws and shall read as follows:

ARTICLE VII

Amendments and Definitions

Section 3. Document Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article VII, Section 4, is hereby added to the Bylaws and shall read as follows:

ARTICLE VII

Amendments and Definitions

Section 4. Recording. Indiana law does not currently require corporate Bylaws of a homeowner's association to be recorded. Nevertheless, if the Association decides to record these Bylaws at any time in the Office of the Marion County Recorder, then all subsequent amendments or changes to these Bylaws must then be executed by the President and Secretary of the Board and recorded in the Office of the Marion County Recorder before becoming effective.

The Article titled "The Indiana Nonprofit Corporation Act of 1991" was numbered incorrectly as "Article VII". Therefore, this Article is hereby re-numbered as Article VIII.

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ADDENDUM #1

Amber Ridge Homeowners' Association, Inc.

Board Member Statement of Conduct

Dear Board Member:

Congratulations on your election or appointment to the Board of Directors for the Amber Ridge Homeowners' Association. The purpose of this letter is to acquaint you with the standard of conduct that is expected of community association board members in Indiana. The law imposes certain legal obligations on all board members. Failure to fulfill these obligations could lead to a lawsuit against the Association, the Board, and even you personally. Chief among these obligations is what's called a "fiduciary duty" to the Association and its members. This means that you must perform your duties as a board member in good faith and with the degree of care that an ordinarily prudent person would use under similar circumstances, being at all times loyal to the Association and its best interests.

But, in practice, it gets a little more complicated than that. While it's impossible to review every possible situation you might face, here are some guidelines to follow. As a board member, you must:

1. **Act in the Association's best interests at all times.** Your decisions must be based on what's best for the Association as a whole. Making decisions or taking actions that put the interests of yourself, your friends, or your supporters above those of the Association or its members as a whole is a breach of your fiduciary duty to the Association.
2. **Act with care, including seeking advice from experts when appropriate.** When making decisions or taking actions, you must exercise the degree of care that an ordinarily prudent person would under the circumstances. Among other things, this means that if, for example, the board must make a decision involving an issue that no one on the board is an expert on, the board should consult an expert. This doesn't mean you should feel paralyzed to make a decision, but it does mean that you should exercise care in making certain decisions regarding issues that the average person would find it helpful or necessary to seek some input or advice from an expert or advisor before making a final decision, such as legal, accounting, construction or particular maintenance (such as fertilization chemicals) issues or matters.
3. **Act within the scope of your authority.** Your authority is defined in the Association's governing documents and by applicable Indiana and local law. It's important that you be familiar with the content of the Declaration, Bylaws and other governing documents of the Amber Ridge community; and that you understand the scope of your authority in those documents and not exceed it. If a Board action violates the duly adopted Bylaws, Declaration, or other governing documents, or state or local laws, the Board may have breached its fiduciary duty and the action may have to be invalidated. Examples of this would be failing to comply with procedural requirements for community meetings and

elections, or failing to enforce or comply with the restrictions or requirements in the Declaration. Therefore, it is very important that board members always act to make reasonable decisions that are consistent with Indiana and local laws, the Declaration, the Bylaws, and other governing documents of the community. Likewise, board members should not act unilaterally or contrary to Board decisions, such as signing contracts, approving architectural requests, or making other promises or agreements with vendors or other Owners without Board approval.

4. **Act in good faith.** Board members' motives must at all times be to further the legitimate best interests of the Association. If board members make decisions based on favoritism, discrimination, or malice -- or make arbitrary decisions -- they are breaching their fiduciary duty. This doesn't mean that the board can't create a rule that affects some members differently from the way it affects others, such as a no-pets rule or a parking rule. It just means that the decision to create the rule must be based on board members' honest judgment of what is best for the Association as a whole. This same guideline applies to enforcement of the covenants as well, meaning a board member should not seek to enforce the restrictions of the community selectively or in a personal or self-serving fashion.
5. **Act professionally.** Being a member of the Board requires you to behave and express yourself in a professional and businesslike manner. Remember that you are a representative of the Owners, and your behavior is a reflection on everyone you represent. Obviously, inappropriate language and personal attacks against other board members, Owners, managers or guests are not consistent with the best interests of the Association. Also, board members should attend meetings regularly. You were chosen to sit on the Board because of your experience, education and talents, and not attending meetings prevents the Board from using your valuable input to make decisions.

Additionally, if a board member has any perceived, potential or actual conflict of interest regarding any aspect of the business operations of the Association, this information must be disclosed to the Board immediately. An example of this would be a situation where a board member, or a relative or close friend, is directly involved with any vendor being used by the Association, such as the lawn maintenance company. This conflict of interest disclosure is required under the law, and failure to make a proper disclosure could open the board member up to personal liability surrounding the conflict.

The great thing about serving on a board is that each member is asked to bring his or her experience, knowledge and talents to the table and use them collectively for the benefit of the entire community. This doesn't mean every member needs to agree or have the same opinion of how the Association should handle a particular matter, but it does mean that each member should respect other points of view, seek to understand those differences, and ultimately follow the decision of the entire board, even if that decision is not in agreement with the individual member's views.

6. **Act to preserve confidentiality.** Remember, each board member may be entrusted with information that is private or personal in nature and should not be passed along to others who are not on the Board. Board members should always maintain the confidentiality of all legal, contractual, personnel, vendor and management matters involving the Association. Board members should also maintain the confidentiality of the personal lives of other board members, Association members, residents and management staff. Failing to keep confidential information private creates an enormous amount of potential

liability for the Association, the members, and each individual board member. This doesn't mean that the Board should not discuss any Association matters with the residents, because you obviously need to let the members know what the Board is doing on their behalf. However, a safe approach to take on this issue is to not discuss specifics of confidential matters, but merely update the members in general terms. An example would be to tell members that there is a pending lawsuit involving an issue, and that the Association's legal counsel is providing guidance to the Board as it makes decisions during the litigation process, but not to disclose the terms of specific settlement offers or arguments being made by either side in the issue.

7. **Act as a Steward for the Community.** Board members have been elected to lead the community through its community Association. You have been entrusted to manage and make decisions that will impact the entire neighborhood. As a representative of the people, you should hold yourself up as an example to the other residents of the community by complying and following the provisions of the governing documents for the community. Board members should also not defame, slander, harass, threaten, or otherwise attempt to intimidate or ridicule any other board member, Association member, resident, or management staff member. Any action by a board member that fails to fall within this good steward guideline is acting outside the scope of the board member's authority, and as such, may be opening himself up to potential individual liability or removal from the Board.

8. **Avoid the following five common mistakes.** You'll have to use your best judgment in determining what your fiduciary duty requires of you in any specific situation. But there are five common mistakes that you should avoid:
 - Don't take *personal* advantage of business opportunities that should benefit the *entire* community.
 - Don't do business with the association unless you disclose that fact and get the appropriate approval to do so.
 - Don't give preferential treatment to friends and supporters, or expect it for yourself from others.
 - Don't accept gifts from vendors or others doing business -- or seeking to do business -- with the association.
 - Don't make decisions on behalf of the Association based solely upon your personal goals or views, but make them based upon the desire of the residents and the benefit to the neighborhood as a whole. Dictators seldom have loyal and happy followers.

The Board has decided to adopt this statement of conduct to serve as a source of guidance for all board members and to be a reminder to each member of his or her responsibilities as a board member and a representative of the Owners in Amber Ridge. Each board member should always keep in mind that they have been entrusted to act as a representative of the community by their neighbors. Therefore, every member of the Board is asked to sign this statement of conduct as your affirmation that you have read, understand and agree to follow these simple rules of conduct and ethical behavior. Your refusal to adopt and follow these simple rules of conduct shall act as a disqualification to serve on the Board of Directors.

You have undertaken an important job in the Amber Ridge community, and we appreciate your service.

Thank you.

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I hereby state that I have read this Statement of Conduct and understand these rules and what is expected of me as a board member of the Association. I also state by my signature below that I agree to follow these rules of conduct, and that I understand my failure to abide by these rules of conduct may result in my removal from the Board of Directors of the Amber Ridge Homeowners' Association, Inc.

Signature of Director

Date

Printed Name of Director

All Directors serving on the Amber Ridge Homeowners Association, Inc. Board of Directors shall sign a Statement of Conduct, which shall be maintained in the Association's records. This Statement of Conduct shall remain valid and in effect through the end of the Director's current term. If the Director is re-elected for a new term upon the expiration of his/her current term, then a new Statement of Conduct shall be signed by the Director for their new term of office.

[End of Statement of Conduct]

The undersigned hereby certifies that this First Amendment to the Code of Bylaws of Amber Ridge Homeowners' Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association.

AMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.

<u>Amy Amico</u>	<u>11/24/09</u>
President	Date
<u>Amy Amico</u>	
Printed Name of Director	

ATTEST:

<u>Michele K. Dew</u>	<u>11/24/09</u>
Secretary	Date
<u>Michele K. Dew</u>	
Printed Name of Director	

IMAGE/COPY PROPERTY OF MARION COUNTY

PLAT

Subdivision/HPRA Amber Ridge section 2

Legal Description Part of the N.E. 1/4
section 11-T14N-R4E

Owner CP Morgan Communities LP

Cross Reference	DMD/VOID STAMP	<u>J</u>
<u>2001 75529</u>	LAND SURVEYOR	<u>J</u>
<u>2001 75530</u>	TOWNSHIP	<u>J</u>
	AUDITOR	<u>J</u>
	NOTARY	<u>J</u>

Declaration _____

Other _____

Township Franklin

Contact Person Mark ^{Fielings} ~~Fielings~~

Phone Number 710-0332

LAND DESCRIPTION

AMBER RIDGE

SECTION 2 PART OF THE NE1/4 SECTION 11-T14N-R4E MARION COUNTY, INDIANA

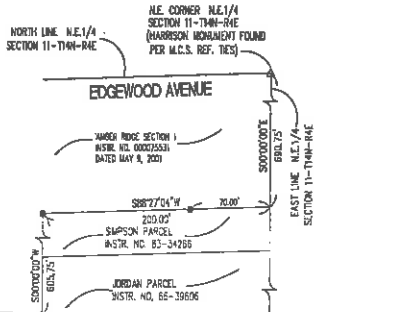
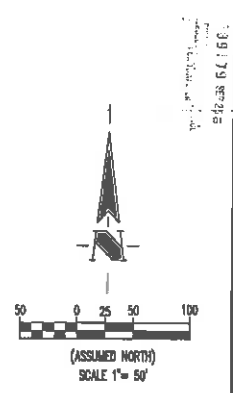
The Metropolitan Development Commission, its successors and assigns, shall not have right, power or authority to enforce any provisions, conditions, restrictions or other limitations contained in this plat other than those specifically...

THIS INSTRUMENT WAS PREPARED BY EDWARD D. GAZDLETT REGISTERED LAND SURVEYOR-INDIANA 35030

Development Standards: The following development standards apply to Amber Ridge: a. Minimum front yard setback: Twenty-five (25) feet...

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply with all laws which the provisions of the ordinance...

Public Streets: The streets and public rights-of-way shown herein, submitted to construction standards and acceptance, are hereby dedicated, owned and maintained by the City of Indianapolis, Marion County, Indiana, for the public use.



Final Approval Plate Committee stamp with signatures of Edw. D. Gazdlett, James R. Smith, and others. Includes the date 12-13-02 and the text 'PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED'.



The Schneider Corporation logo and contact information: Historic Park Services, 9601 Old Lincoln, Indianapolis, Indiana 46240-2629.

Final Plat information: DOCKET NO. 2000-PL1-087, Date 9/11/2001, Project No. 3333.002, Drawn DEC, Approved. Includes the IPIPL logo.

- Legend: D - INDICATES 5/8" DIA. SHANK ALUMINUM ROD W/ 1/2" DIA. CAP (WARRANTED) (1.3184/Ft.) STAMPED 'SCHNEIDER FIRM 0001'

CURVE DATA TABLE

Table with columns: CURVE, RADIUS, LENGTH, CHORD, BEARING, DELTA. It lists curve data for various points from C1 to C36.

Part of the Northeast Quarter of Section 11, Township 14 North, Range 4 East in Marion County, Indiana, being more particularly described as follows: Commencing at a Northern Monument of the Northeast Corner of said Section 11 (also being the northeast corner of Amber Ridge Section 1)...

THIS SUBDIVISION CONSISTS OF 80 LOTS, NUMBERED 45 THROUGH 140 AND COMMON AREAS (A, B, C, D, E) OF TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND COMMON AREAS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES SHOWING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2000-125322 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

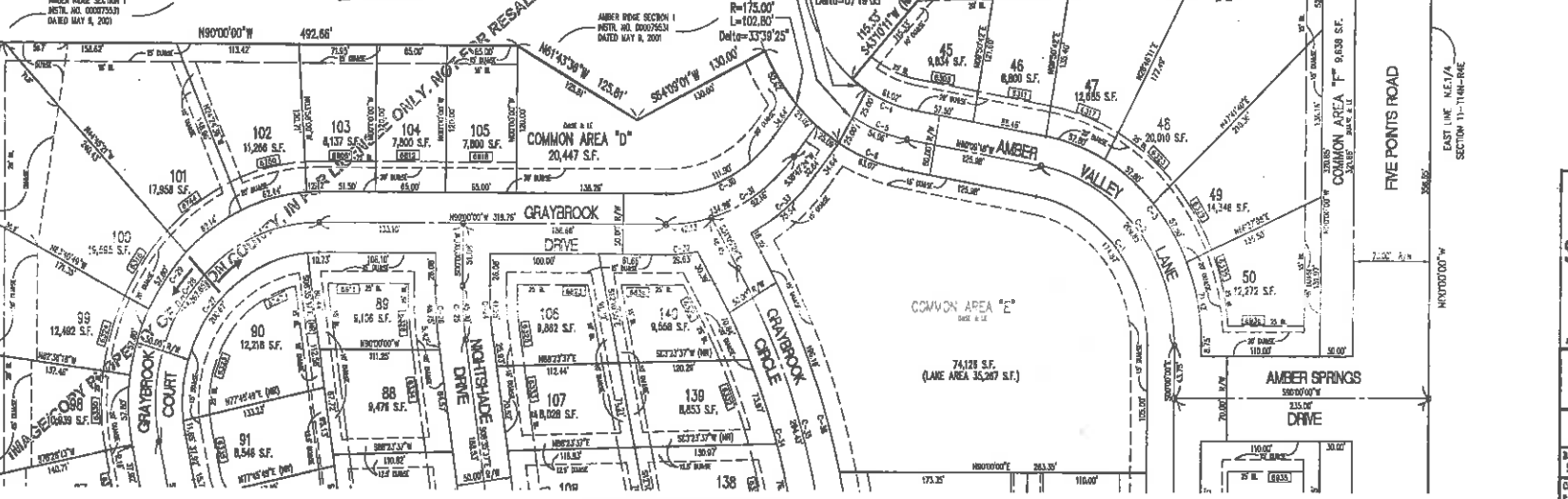
I, THE UNDERSIGNED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF FACT REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LOTS THAT ARE COMMON WITH THE NEW SUBDIVISION. THIS CROSS-REFERENCE SURVEY IS PLATED UNDER MY DIRECT SUPERVISION AND CONTROL, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE THIS 13th DAY OF SEPTEMBER, 2001.

Signature of Edw. D. Gazdlett, Registered Land Surveyor-Indiana 35030.

Right of Easement: If the lines, wall, fence or other structure which abuts the right of way line between lots (A) and (B) (or (B) and (C)) shall show the street shall be placed or permitted to remain on any corner of the lot...

FILED stamp: APPROVED THIS DAY OF SEPTEMBER 20 2001. FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA.



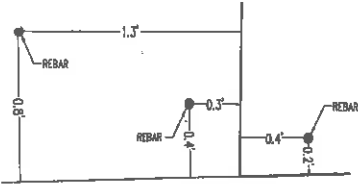
AMBER RIDGE

SECTION 2
PART OF THE NE 1/4
SECTION 11-T14N-R4E
MARION COUNTY, INDIANA

01010582

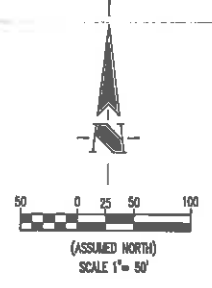
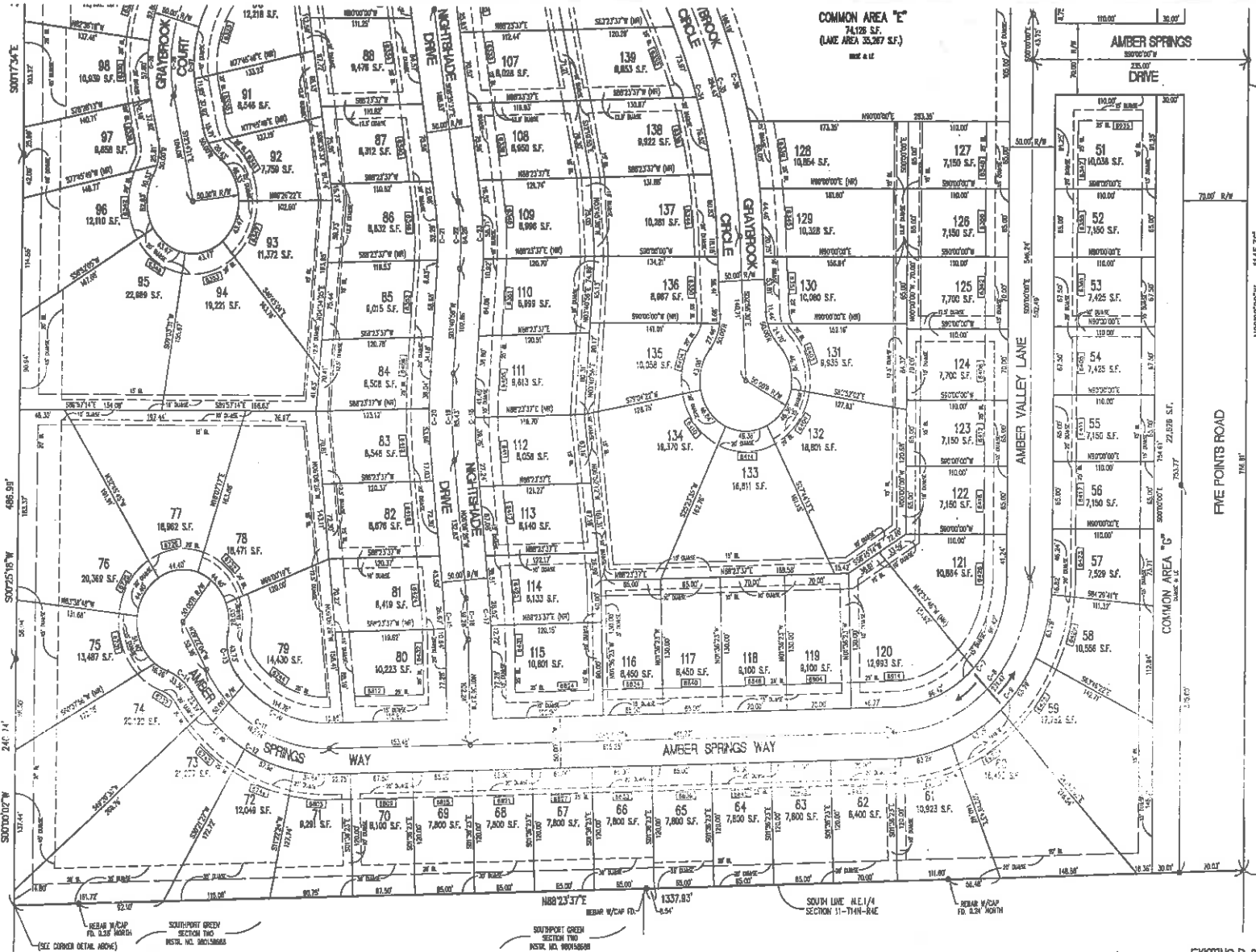
THIS INSTRUMENT WAS PREPARED
BY EDWARD D. GAZDLETT
REGISTERED LAND SURVEYOR-INDIANA #5060
1001 1/2 S AVENUE
INDIANAPOLIS, INDIANA 46218-1037
TELEPHONE (317) 425-7100

- LEGEND**
- - INDICATES 5/8" DIA. SHAFT ALUMINUM ROD
W/ 1 1/2" DIA. CAP (W/MARKET) (0.300/PL)
STAMPED "SCHNEIDER FROM 0001"
 - - INDICATES 5/8" X 30" COPPERHELD REBAR
(1/4" FT.) W/CAP STAMPED "SCHNEIDER FROM 0001"
 - D.U.A.S.E. - DRAINAGE UTILITY AND SEWER EASEMENT
 - B.L. - BUILDING LINE
 - S.F. - SQUARE FOOTAGE
 - R/W - RIGHT-OF-WAY
 - (XXXX) - STREET ADDRESS
 - L.E. - LANDSCAPE EASEMENT
 - (NR) - NON-RADIAL




CORNER DETAIL

-FOR CONTINUATION SEE SHEET 1PL



FOR LAND DESCRIPTION SEE SHEET 1PL
FOR CURVE DATA TABLE SEE SHEET 1PL



The Schneider Corporation

2300 East 10th Ave
Indianapolis, Indiana 46219-1100
317-425-7100
Fax: 317-425-7101
www.schneidercorp.com

Formerly Schneider Engineering Corp. / Builders, Surveyors, Planners & more.

C. P. MORGAN CONSULTANTS, L.P.
AMBER RIDGE SECTION 2
MARION COUNTY, INDIANA

FINAL PLAN
DOCKET NO. 2000-PL1-087

Date: 9/11/2001	Project No.: 3333.002	Drawn: DEC	Apprs:
Computer File: h:\pl\2000\p1\087.dwg	Sheet No.:	21PL	

OF 2

S.E. CORNER NE 1/4
SECTION 11-T14N-R4E
(HARRISON MONUMENT FOUND
PER U.C.S. REF. 705)

EXISTING D-2 CLUSTER ZONING