

TRANSCRIPTION

Rules and Regulations 2009-0138784

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

17

R8

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

1 | Page
12/11/2009 15:29 PM Julie [ILLEGIBLE] MARION CITY RECORDER [ILLEGIBLE] PAGES: 17
Inst # 2009-0138784

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.

[The remainder of this page left intentionally blank]

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]