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More copies for this
found at <https://hleindy.com/information.html>

Request for Architectural Review

NAME:	
ADDRESS:	
PHONE #:	
EMAIL:	

TYPE OF CHANGE: (See HLEindy.com: Adoption of Rules and Regulations)
<input type="checkbox"/> Fence (4ft high chain link dark vinyl) <input type="checkbox"/> Fence (6ft high, wood, shadowbox, dog eared)
<input type="checkbox"/> Pool (Below Ground) <input type="checkbox"/> Shed or Outbuilding 10ft x 12ft x 12ft <input type="checkbox"/> Painting ***notebelow
<input type="checkbox"/> Roof (Color: "Weather wood" colored asphalt shingle roof) Other _____
LOCATION OF CHANGE: (When facing home from the street)
<input type="checkbox"/> Front of Home <input type="checkbox"/> Rear of Home <input type="checkbox"/> Left Side of Home <input type="checkbox"/> Right Side of Home

DETAILED DESCRIPTION OF CHANGE: (This section can be skipped if detailed plans are submitted. In this case, please write "See Attached Plans" below.)



Hidden Lake Estates
 P.O. Box 29379
 Indianapolis, IN 46229

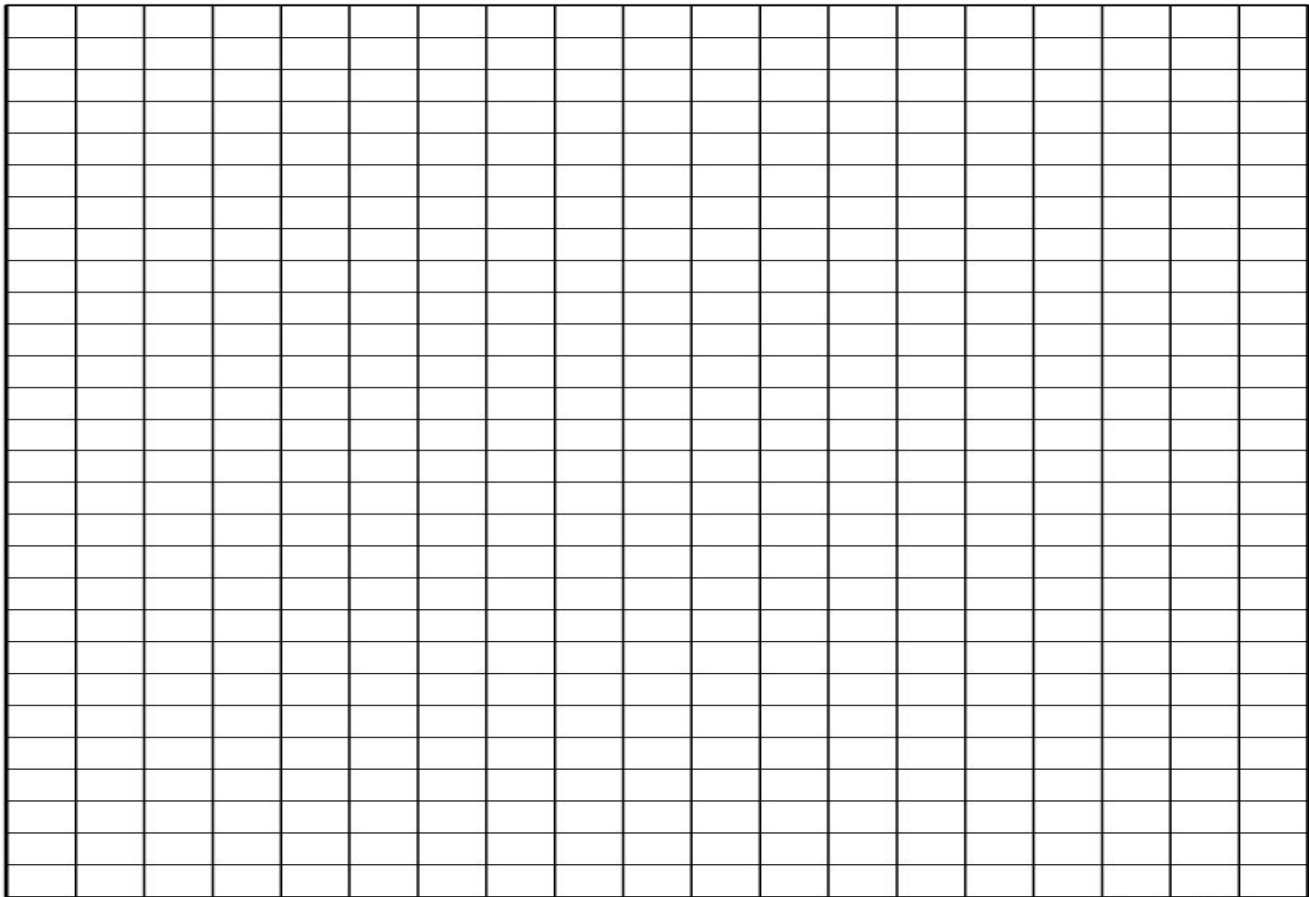
DETAILED LOCATION OF CHANGE:

Please provide a detailed rendering of the plans you are requesting. If you use the grid below, orient your drawing showing the front/back/side of your home and show the change. One square equals 1 foot. This step can be skipped if you have supporting plans detailing the work. In this case, please write "See Attached Plans" across the grid below.

Work Is Being Performed By (Check One): Contractor Home Owner

Please indicate if have you spoken with your neighbors, who border your property, about the changes you want to make?

Yes No



(Please note that each square = 1 ft.)



Hidden Lake Estates
P.O. Box 29379
Indianapolis, IN 46229

TYPE OF APPROVAL: *(Conditional Approvals and Denied Approvals will be given an explanation below.)*

- Approved Conditional Approval Denied

HIDDEN LAKE ESTATES BOARD MEMBER COMMENTS:

HIDDEN LAKE ESTATES BOARD MEMBER APPROVALS:

BOARD MEMBER:		DATE	
BOARD MEMBER:		DATE	
BOARD MEMBER:		DATE	

Please allow up to 5 business days to receive a response regarding your requested change.

*** Note from Adoption of Rule and Regulations page 3 line 127
Because of their inability to blend well with most colors found in Hidden Lake Estates, the Committee must insist that exterior color schemes which include bright, bold or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or fluorescent colors are not permitted in Hidden Lake Estates. The fact that an Owner has already painted their home or improvement before submitting their request or receiving written Committee approval does not operate as a waiver or obligation for the Committee to approve the submission. Any color installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be re-painted a color approved by the Committee. Pursuant to the Plat Covenants, the Committee may take action to gain the removal or repainting of any unapproved exterior home or improvement color scheme through legal or other equitable means.

Cross-Reference:

Hidden Lake Estates, Plat, Section 1, Instrument # ~~1999-30074~~
 Hidden Lake Estates, Plat, Section 2, Instrument # ~~2001-6112~~
 Hidden Lake Estates, Plat, Section 3, Instrument # ~~2001-191412~~
 Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument # ~~1999-30169~~
 Hidden Lake Estates Homeowners Assoc., Inc., First Amend. to Bylaws, Instrument # ~~2005-201066~~

ADOPTION OF RULES AND REGULATIONS

**AFFIDAVIT OF CORPORATE RESOLUTION
 of the
 HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 1 day of March, 2008, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Hidden Lake Estates was established upon the recording of certain Plats with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

WHEREAS, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

WHEREAS, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates Development, each owner will be bound by the terms, requirements and restrictions of those Covenants; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates development, each owner will become a mandatory member of the Hidden Lake Estates Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Covenants as a non-profit corporation pursuant to Articles of Incorporation (hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on February 10, 1999, and amended pursuant to Articles of Amendment on October 6, 2006; and

WHEREAS, the Association's Board of Directors adopted a Code of Bylaws (hereinafter "Bylaws") for the Association, said Bylaws being dated February 5, 1999, and recorded on February 5, 1999, as Instrument #1999-0030169, in the Office of the Recorder of Marion County, Indiana, and amended pursuant to the First Amendment to the Code of Bylaws dated November 3, 2005, and recorded on December 6, 2005, as Instrument #2005-201066, and any amendments thereafter; and

WHEREAS, the Articles of Incorporation, Article II, Section 3(c), and the Bylaws, Article III, Section 3.07(g), give the Board of Directors of the Association the authority to adopt reasonable rules and regulations regarding the use and parking of vehicles upon any Lot or Common Area in the Hidden Lake Estates Development, so long as the rules and regulations adopted pursuant to that authority are not inconsistent with any provision in the Covenants or any subdivision plat; and

WHEREAS, pursuant to this authority and to supplement the current provisions set forth in the Plat Covenants for Hidden Lake Estates, the Board of Directors desires to adopt certain rules and regulations to further regulate the use and parking of vehicles in Hidden Lake Estates, said rules and regulations all designed to protect each individual Lot owner's use and enjoyment of their Lot 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 Hidden Lake Estates community; and

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

WHEREFORE, BE IT RESOLVED, pursuant to this authority granted to the Board by the Declaration, the Board hereby adopts and certifies that the following is a full and true copy of the Resolution that was duly adopted 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, or the Plat Covenants for Hidden Lake Estates, and that said Resolution shall become effective and applicable to each Owner of a Lot in the Hidden Lake Estates Development upon the recording of these rules with the Marion County Recorder.

VEHICLE USE AND PARKING RULES

1. No Owner shall park their vehicle(s) on any street in the subdivision. Owners shall park all personal automobiles (cars), full size vans, pickup trucks up to two (2) ton, and sport utility vehicles (SUV's) in the garage or driveway of the residence.
2. Guests, invitees and subcontractors shall be allowed to park on the streets in the subdivision on a temporary basis. For purposes of this provision, "temporary" shall mean any portion of two calendar days within a one calendar week period of time.
3. No camper, trailer of any kind, mobile home, recreational vehicle, truck, motorcycle, boat or jet-ski, snowmobile, bus, dune buggy, mini-bike or moped, race car or any other unconventional vehicles of any kind shall be permitted, kept, parked or stored anywhere within the Hidden Lake Estates subdivision except within an enclosed garage and out of public view; and under no circumstances shall such vehicles be stored or parked for any length of time on any street or yard in the Hidden Lake Estates subdivision; except that a camper, camper trailer, recreational vehicle, boat or other watercraft, boat trailer or other recreational vehicle may be parked for no more than a twenty-four (24) consecutive hour period in an Owner's driveway for the purpose of preparing and loading the vehicle for a trip or use and for the purpose of unloading the vehicle upon return from a trip or use. For purposes of this restriction, the term "truck" does not include pickup trucks up to two ton, full size vans and/or sport utility vehicles.
4. No vehicles of any kind may be driven, parked or stored for any length of time on any Lot in the grass, yard, or other non-paved portion of the Lot.
5. No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles may be parked for any length of time in the Hidden Lake Estates subdivision.
6. No inoperative, disabled, unregistered or unlicensed vehicle shall be parked, stored, or repaired on any Lot, driveway or street in the subdivision, unless within an enclosed garage. For purposes of this section, "inoperative" includes any vehicle that has not been noticeably moved by its owner for a period of three (3) weeks or longer; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle that has a flat tire or other obvious damage that would prevent or prohibit it from being driven safely or legally upon any street. For purposes of this section, "unregistered" and "unlicensed" includes any vehicle that does not display a valid license plate as required by law.
7. Garages shall be used for the parking of vehicles or storage of vehicles and, if additional space is available, the storage of personal possessions and other household items. Garages shall not be used for any type of commercial vehicle repair facility or other similar type of business operation. Garages in the Hidden Lake Estates subdivision may not be modified or permanently enclosed for living area or recreational areas exclusively,

so that it reduces the number of automobiles which may be reasonably be parked therein to a number less than the number of automobiles that could have been reasonably parked in the garage as it was originally designed and built (i.e. a 2 car garage must be able to accommodate 2 cars at all times).

8. The Board has the right, but not the obligation, to remove or tow from any street or public place within the Hidden Lake Estates subdivision at the Owner's expense, any vehicle that is in violation of any of these rules or covenants. The Board may establish procedures to be used in enforcement of this rule, including towing. If an Owner's vehicle is towed pursuant to this rule or any covenant, the Hidden Lake Estates Homeowners Association shall not be liable for any damage, loss or expense incurred by the Owner as a result of the vehicle or other object being towed from the subdivision.
9. The Board reserves the right to adopt further rules, amendments or modifications to this rule regarding parking in Hidden Lake Estates pursuant to the authority granted to it by the governing documents of Hidden Lake Estates.
10. These rules, and any future rules, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in Hidden Lake Estates, and violation of this parking rule shall be subject to an action at law or in equity by the Association or any individual Owner to enjoin the violation. If the Association or any individual Owner that takes action to enforce any rule set forth herein, including violation letters, towing, or legal action, it shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, of said enforcement activity or action from the party violating said rule.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Hidden Lake Estates Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 1 day of March, 2008

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
by:

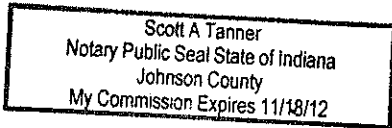
Randy Hausz
President
Hidden Lake Estates Homeowners Association, Inc.
Randy Hausz

ATTEST:
Davrell E. Morris
Secretary Davrell E. Morris
Hidden Lake Estates Homeowners Association, Inc.

STATE OF INDIANA)
)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Randy Hausz and Davrell E. Morris, the President and Secretary, respectively, of Hidden Lake Estates Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Hidden Lake Estates Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 1 day of March, 2008



Scott A. Tanner
Notary of Public - Signature
Printed

My Commission Expires: _____

Residence County: _____

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) 536-7435



HIDDEN LAKE ESTATES

The undersigned, R & F Development, Inc., ("Declarant"), an Indiana corporation, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Hidden Lake Estates, an addition in Indianapolis, Marion County, Indiana. The following restrictions, limitation and covenants are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.
3. There are strips of ground as shown on the within plat marked "D & U E" (drainage and utility easement), strips of ground marked "Sanitary Sewer Easement" or "S.S.E.", and strips of ground marked "Landscape Easement" or "L.E.", either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed and organized and hereinafter defined), as follows:
 - (A) "Utility Easements", or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposes for which Drainage Easements and Sanitary Sewer Easements may be used hereunder;
 - (B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public

drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

- (C) "Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder; and
- (D) "Landscape Easements", or "L.E.'s", are created and reserved for the use and benefit of Declarant and the Homeowners Association (if and when formed and organized) for the installation, construction, maintenance, repair, reconstruction and replacement of earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structure shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the

foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. The use of all lots in this subdivision shall be in accordance with the Zoning Ordinance of Marion County, Indiana and any amendments thereto (the "Zoning Ordinance"), subject to any variances, waivers or special exceptions to the terms of the Zoning Ordinance at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so. Every lot in this subdivision, unless otherwise designated by Declarant, shall be used exclusively for single family residential purposes. Each owner of a lot shall use and occupy his respective lot in a careful, safe and proper manner and keep such lot in a clean and safe condition in accordance with this plat, the Zoning Ordinance, all health, fire and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No owner shall conduct, or permit any person to conduct, any unlawful activity in this subdivision.
5. Homeowners Association Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association Bylaws. It shall be managed by the developer until approximately 75% of the lots are sold, at which point it will be turned over to the homeowners. It shall have an Architectural Review Committee ("ARC") which shall, among other things, approve all exterior designs of homes, fences and outbuildings. The Homeowners Association shall maintain the street lights and common areas.
6. Minimum living space areas At a maximum, seventy percent (70%) of the homes shall have a minimum of 1,400 square feet of livable space excluding open porches and garages for one-story homes and a minimum of 1,600 square feet of livable space, excluding open porches and garages for two-story homes.

At a minimum, thirty percent (30%) of homes shall have a minimum of 1,600 square feet of livable space excluding open porches and garages for one-story homes and a minimum of 1,800 square feet of livable space excluding open porches and garages for two-story homes.

All homes shall have an attached two-car garage capable of storing at least two vehicles.

7. Exterior Design All homes shall have a minimum of fifty percent (50%) of the front facade finished with masonry

exclusive of windows, eaves and gables. Colonial style homes shall be excluded from this calculation. However, no more than 10% of the homes shall be excluded from this calculation. The elevations of homes oriented German Church Road shall be completely finished with masonry. The elevations of homes oriented to a public street on corner lots shall have a minimum of fifty percent (50%) of said elevation(s) finished with masonry exclusive of windows, eaves and gables. Colonial style homes shall also be excluded from this calculation.

All homes shall have street numbers displayed on a limestone block incorporated in masonry on the front facade of each home, except for colonial style homes, all affixed at the same height and location on the homes.

8. Yards All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance, subject to any variances, waivers or special exceptions thereto at any time granted by the appropriate governmental agencies or officials having jurisdiction to do so.
9. Driveways All houses and garages shall be provided with hard-surfaces driveways constructed of concrete or asphalt, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for use not later than the date of initial occupancy of such house. Further, it shall be the obligation and responsibility of the owner of each lot to install, or cause his builder to install, sidewalks in accordance with the requirements and standards of the Subdivision Control Ordinance of Indianapolis, Indiana, and any amendments thereto, along (and within the right of way of) all interior streets in this subdivision upon which such owner's lot abuts. Such sidewalk shall be installed by the owner or builder concurrently with the original construction of the house on a lot, and shall be fully completed and available for use not later than the date of initial occupancy of such house.
10. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.
11. Health Concerns All water systems and methods of sewage

disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of Indiana Department of Environment Management. No septic tanks shall be installed on any lot.

12. Nuisances No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in containers which are not visible from the street, except on collection day.
13. Limitation On Time All residential construction must be completed within one year after the starting date, including the final grading.
14. Parking Limitations No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans and pick up trucks which may be parked on the driveway. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests, invitees and subcontractors of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. Boats, Campers, and Motor Homes may be parked for a maximum of 24 hours at one time for the purpose of preparation or loading.
15. Storage Tanks No outside fuel storage tanks above or below ground shall be placed in this subdivision.
16. Fencing Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence. Chain-link fencing must be of the dark vinyl coated type and not exceed 4' in height. Wood fences are to be flattop (non scalloped), dog-eared, shadowbox style with 1" x 6" vertical boards and are to remain unpainted. The committee must approve all fencing materials, design and location. All fencing must be

maintained in good condition.

No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way 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 intersection of a street right of way line with the edge of the driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Antennas All communications antennas shall be placed indoors and out of view. Satellite dishes of 24" diameter or less may be installed, providing they are not readily visible from the public street.
18. Mailboxes The Architectural Review Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.
19. Architectural Design No dwelling, building structure, Fence, walls, improvement, exterior alteration or change of original material shall be constructed, placed or performed on any lot in the Development without the prior approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable showing the location of all improvements existing under or upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specification shall set forth the 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. All plans and drawings required to be submitted to the Committee shall be

drawn to a scale of 1" Equals 10' or to such other scale as the Committee may require. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

20. Landscaping All lawns shall be graded and seeded or sodded by the builder. Each home shall have an ample landscaping package installed by the Builder. Each residence shall have a minimum of two trees planted in the front yard.
21. Solar Technology Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the architectural Review committee.
22. Construction Methods No modular or concrete homes will be permitted in this subdivision. No wood foundations or wood basements shall be permitted.
23. Outbuildings Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Review Committee. The approval for such structures shall be in the same manner as is required for a primary residence. All outbuildings and accessory structures shall be required to be built on concrete foundations at least 4" in depth and have exteriors similar in appearance to the primary residence. The maximum size for any outbuilding shall be 10'x 12'x 12' high except on lots numbered 26, 27, 28, 29, 30, 35, 36, 37, 38. The excepted lots may have one outbuilding with a maximum size of 24' x 30'. No metal outbuildings shall be approved. Only new materials may be used.
24. Swimming Pools Swimming pools must be placed behind the residence. All pools must be below ground.
25. Pets No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises. Doghouses that use new wooden materials the same color of the primary residence may be approved. All doghouses must be near the rear of the primary residence and not readily visible from the public street. Small fenced runs and rabbit houses will not be approved.
26. Lot Maintenance All lots on which construction has not

begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner. Firewood shall be kept behind residence, and stacked in a neat manner. Brightly colored plastic tarps can not be used to cover items outdoors.

27. Basketball Goals Free standing basketball goals with clear backboards may be constructed. Basketball goals attached to the house or garage shall not be permitted.
28. In addition to the covenants, limitations and restrictions contained in this plat, all of the real estate described in this plat is or may in the future become subject to certain additional covenants and restrictions contained or to be contained in a separate instrument which Declarant may record in the Office of the Recorder of Marion County, Indiana (the "Declaration"), providing for a not-for-profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the name "Hidden Lake Estates Homeowners Association, Inc.", or a name similar thereto (herein referred to as the Homeowners Association to be responsible for the maintenance, upkeep, repair, operation and administration of, or installations and improvements made or to be made by Declarant, and for the sharing of the costs thereof by the owners of certain lots and properties benefitted thereby, and subject further to all of the rights, powers, duties and obligations of the Homeowners Association, as set forth or to be set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.
29. The Metropolitan Development Commission, its successors and assigns, shall have no 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 construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

29. Enforcement of Covenants The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section, the developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.
30. Duration of Covenants These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. At any time, a Covenant may be changed in whole or in part upon i) an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and ii) with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
31. Severability Every one of the Restriction 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.



Cross-Reference:

- Hidden Lake Estates, Plat, Section 1, Instrument # 1999-30074
 - Hidden Lake Estates, Plat, Section 2, Instrument # 2001-6112
 - Hidden Lake Estates, Plat, Section 3, Instrument # 2001-191412
 - Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument #1999-30169
 - Hidden Lake Estates Homeowners Assoc., Inc., First Amend. to Bylaws, Instrument #2005-201066
-

ADOPTION OF RULES AND REGULATIONS

**AFFIDAVIT OF CORPORATE RESOLUTION
of the
HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 8 day of AUGUST, 2010, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Hidden Lake Estates was established upon the recording of certain Plats with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

WHEREAS, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

WHEREAS, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates Development, each owner will be bound by the terms, requirements and restrictions of those Covenants; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates

49 development, each owner will become a mandatory member of the Hidden Lake Estates Homeowners
50 Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and
51

52
53 **WHEREAS**, the Association was incorporated pursuant to the above listed Covenants as a non-
54 profit corporation pursuant to Articles of Incorporation (hereinafter "Articles") filed with, and approved
55 by, the Indiana Secretary of State on February 10, 1999, and amended pursuant to Articles of Amendment
56 on October 6, 2006, for the purpose of implementing and administering the Plat Covenants; and
57

58 **WHEREAS**, the Association's Board of Directors adopted a Code of Bylaws (hereinafter
59 "Bylaws") for the Association, said Bylaws being dated February 5, 1999, and recorded on February 5,
60 1999, as Instrument #1999-0030169, in the Office of the Recorder of Marion County, Indiana, and
61 amended pursuant to the First Amendment to the Code of Bylaws dated November 3, 2005, and recorded
62 on December 6, 2005, as Instrument #2005-201066, and amended pursuant to the Second Amendment to
63 the Code of Bylaws dated March 1, 2008, and recorded on April 24, 2008, as Instrument #2008-0045897;
64 and
65

66 **WHEREAS**, the Articles of Incorporation, Article II, Section 3(c), and the Bylaws, Article III,
67 Section 3.07(g), give the Board of Directors of the Association the authority to adopt reasonable rules and
68 regulations regarding the use, maintenance, repair, replacement and modification of the individual Lots
69 within the Hidden Lake Estates Development, and to perform such actions as are deemed necessary to
70 achieve the aforesaid purposes, so long as the rules and regulations adopted pursuant to that authority are
71 not inconsistent with any provision in the Plat Covenants or any subdivision plat; and
72

73 **WHEREAS**, pursuant to this authority and to supplement the current provisions set forth in
74 the Plat Covenants for Hidden Lake Estates, the Board of Directors desires to adopt certain rules and
75 regulations which it deems necessary and convenient to maintain the aesthetic and desirable appearance
76 of the homes and lots within Hidden Lake Estates, the purpose of said rules to further define and regulate
77 the maintenance, upkeep, repair and replacement of the homes and lots in Hidden Lake Estates according
78 to the terms set forth within the Plat Covenants, said rules and regulations all designed to protect the
79 value, appearance and desirability of the real properties within the Hidden Lake Estates community; and
80

81 **WHEREAS**, upon adoption, said rules regarding exterior home and lot appearance and
82 maintenance, as well as enforcement rules and procedures, in Hidden Lake Estates shall be applicable and
83 binding upon each and every Lot and Lot Owner in the Hidden Lake Estates Development; and
84

85 **WHEREFORE, BE IT RESOLVED**, pursuant to this authority granted to the Board by the
86 Articles and in furtherance of the enforcement of the Plat Covenants, the Board hereby adopts and
87 certifies that the following is a full and true copy of the Resolution that was duly adopted at a meeting of
88 the Board of Directors of the Association held in accordance with applicable laws, and was duly signed
89 by the President and Secretary of the Association certifying that a majority of the members of the Board
90 of Directors approved said Resolution and that the proceedings and the Resolution adopted thereby are in
91 conformity with and do not in any respect contravene or conflict with any other provision of applicable
92 Indiana law, the Articles of Incorporation, the Bylaws, or the Plat Covenants for Hidden Lake Estates, and
93 that said Resolution shall become effective and applicable to each Owner of a lot in the Hidden Lake
94 Estates Development upon the recording of these rules with the Marion County Recorder.
95
96
97

EXTERIOR HOME & LOT MAINTENANCE**A. Appearance.**

It is the intent and desire of the Board to promote and maintain the aesthetically pleasing appearance of the Hidden Lake Estates neighborhood. Therefore, it is the goal of these rules to maintain the high quality exterior appearance of the homes in Hidden Lake Estates, including, but not limited to, the roofs, siding, gutters, shutters and doors (both dwelling and garage), so that they are harmonious and consistent in appearance with the other homes in the subdivision in order to preserve the values of the properties within the community.

The Committee shall approve the exterior colors that may be used for all homes and other improvements in the Hidden Lake Estates neighborhood. Pre-approved colors and color schemes of homes in the Hidden Lake Estates neighborhood consist of any color or color scheme originally available from the builder on any home in Hidden Lake Estates. The Committee recognizes that colors may be discontinued over time, and simply requests that Owners match the original color or color scheme of their home as closely as possible to the original color when repainting their home. So long as the Owner is repainting their home or other improvement the same exterior color as originally painted, then the Owner does not need to receive prior written approval of the Committee before painting their home or improvement.

If an Owner wishes to change the exterior color of their home or any improvement from its original color (i.e. changing from dark tan to blue), then the Owner shall submit the color scheme to the Committee for their written approval before painting any portion of the exterior of their home or other improvement. The Committee has the sole discretion to determine whether the color will be harmonious and consistent with the appearance of other homes and improvements in the neighborhood, and the Committee may deny any request for paint color change if they believe the color would not be harmonious or consistent with the colors of homes and improvements already existing in the neighborhood. The decision of whether to approve a color that does not already exist in the Hidden Lake Estates Development is solely within the discretion of the Committee.

Because of their inability to blend well with most colors found in Hidden Lake Estates, the Committee must insist that exterior color schemes which include bright, bold or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or fluorescent colors are not permitted in Hidden Lake Estates. The fact that an Owner has already painted their home or improvement before submitting their request or receiving written Committee approval does not operate as a waiver or obligation for the Committee to approve the submission. Any color installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be re-painted a color approved by the Committee. Pursuant to the Plat Covenants, the Committee may take action to gain the removal or repainting of any unapproved exterior home or improvement color scheme through legal or other equitable means.

B. Siding and Trim.

Owners must replace all siding and masonry on the exterior of their home with the same style, material and color siding, trim or masonry as originally installed on the home, unless otherwise approved by the Committee. If the Owner wishes to change the style, material or color of the siding, trim or masonry of his home, then the Owner must submit a written request and obtain written approval by the Committee before installing or making any modifications or changes to the siding, trim or masonry. While current siding materials consists of wood, vinyl, brick and/or stone, the Committee will consider the installation of new wood-style substitute materials, such as Hardi-Plank. *HOWEVER, ABSOLUTELY NO ALUMINUM SIDING*

149 *REQUESTS WILL BE APPROVED BY THE COMMITTEE. INSTALLATION OF*
 150 *ALUMINIUM SIDING ON ANY HOME IN HIDDEN LAKE ESTATES IS EXPRESSLY*
 151 *PROHIBITED AND SHALL NOT BE ALLOWED OR PERMITTED.*
 152
 153

154 **C. Roofing.**
 155

156 All replacement roofing in Hidden Lake Estates must be consistent in style and color with
 157 that originally installed on the home by the Developer or builder. Unless the Owner is replacing
 158 his roofing with the same style and color roofing as was originally installed by the Developer or
 159 builder, the Owner must submit a written request and obtain written approval by the Committee
 160 before making any changes in the roofing style or color. For example, if an Owner's
 161 'weatherwood' colored asphalt shingle roof is damaged in a hail storm and is being replaced, the
 162 Owner does **not** need approval to replace the roof with the same style and 'weatherwood' color of
 163 asphalt shingle; but the Owner would need to submit for and receive prior written approval from
 164 the Committee before installing a new roof of another style shingle or a shingle of a different
 165 color or shade of color.

166 The fact that an Owner has already re-roofed their home before submitting their request or
 167 receiving written Committee approval does not operate as a waiver or obligation for the
 168 Committee to approve the submission. Any roofing installed before being submitted to the
 169 Committee, and then subsequently denied by the Committee, shall be replaced with new roofing
 170 materials approved by the Committee. Pursuant to the Plat Covenants, the Committee may take
 171 action to gain the removal or replacement of any unapproved roofing through legal or other
 172 equitable means.

173 If a roof is damaged and needs to have missing shingles replaced, those repairs must be made
 174 within sixty (60) days from the date the shingles blew off or were damaged, unless a longer
 175 period of time is otherwise approved by the Committee.
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179 **D. Maintenance.**
 180

181 It shall be the responsibility of each Owner to prevent the development of any unclean,
 182 unhealthy, unsightly, or unkempt condition on his or her Lot. All Owners shall perform routine
 183 and necessary maintenance on their Lots and the improvements thereon to maintain a reasonable
 184 appearance and to avoid the home, Lot or improvement from becoming unsightly in relation to
 185 the appearance of other homes and improvements in the neighborhood. Such maintenance shall
 186 include, but not be limited to, painting, mold or mildew abatement or cleaning, wood repair,
 187 garage door repair, siding repair, roofing repair, window and porch screens and window repair,
 188 and fence painting or repair to correct leaning fences.
 189

190 i) All lawns and other landscaping materials shall be maintained on a regular basis. In no
 191 event shall the grass on any Lot exceed the length of seven inches (7"), nor shall any noxious,
 192 illegal or other weeds, underbrush, or other unsightly growths be permitted to grow or remain
 193 upon any Lot. An example of a weed that shall not be permitted is Dandelions, due to their
 194 nature to infest other lawns in their vicinity. Flower beds, trees and bushes shall remain neatly
 195 trimmed and not allowed to become overgrown with weeds or other vegetation.
 196

197 ii) Each Owner shall maintain and prune all trees located on his Lot, and immediately
 198 remove any dead or fallen trees or limbs from his Lot.

199 If any tree planted on a Lot or in a right-of-way area becomes an obstruction or hazard, or
 200 creates damage to any street, curb, sidewalk, sewer or Common Area, the Committee may request
 201 that the Owner remove, appropriately trim, or perform other proper maintenance or care to the
 202 tree. If, after requested to do so by the Committee, the Owner fails to promptly remove, trim, or
 203 prune the tree, then the Committee reserves the right to remove, trim or prune the tree as it deems
 204 appropriate under the circumstances. The Committee also reserves the right to perform routine,
 205 regular or preventative maintenance, trimming or pruning of any tree(s) located within a public
 206 right-of-way area within the subdivision.

207 Any expenses incurred by the Association in connection with this removal, trimming,
 208 pruning or maintenance work shall be the responsibility of the Lot Owner and said expenses shall
 209 be reimbursed to the Association. Any expenses incurred by the Association under this provision
 210 shall be treated as a special assessment against the Lot and Lot Owner in question and collectable
 211 as provided for any assessment under the terms of the Plat Covenants. The Committee shall not
 212 be held liable for any tree removed or accidentally damaged due to trimming or pruning if the tree
 213 constituted or created an obstruction or hazard to vehicular traffic or sidewalk use, or created or
 214 caused damage to any street, curb, sidewalk or sewer.

215
 216 iii) No refuse piles, stacks of building or landscaping supplies or lumber, or other unsightly
 217 objects shall be allowed to be placed or remain on any Lot. No trash, rubbish, garbage or other
 218 waste, including, but not limited to, grass, leaves and branches, shall be kept on any Lot except in
 219 sanitary containers designed for such purpose.

220
 221 iv) All firewood shall be kept neatly stacked and shall be kept or stored in the rear yard of
 222 the home or along the side of a home. However, wood may **not** be stored on the front porch of
 223 any home, or in the front yard or driveway of any Lot. Tarps or coverings for stored wood shall
 224 be brown, tan or other dark color and shall be securely fixed.

225
 226 v) No Owner shall dump or dispose of trash, debris, lawn or yard waste, tree limbs or
 227 leaves, or other items or vegetation from his Lot on any Common Area. In addition, no Owner
 228 shall dispose of any motor oil, fertilizer, vegetation killer, paint, or other hazardous or toxic
 229 liquids in the Common Areas or other public drainage systems, including, but not limited to,
 230 retention ponds and storm sewers, located in the Real Estate.

231
 232 vi) For purposes of this section, the Committee shall have the right and discretion to
 233 determine whether the condition or appearance of a Lot or home reasonably constitutes an
 234 "unsightly or unkempt" condition or appearance when compared or considered in relation to the
 235 condition or appearance of the other Lots or homes in the Hidden Lake Estates subdivision as a
 236 whole.

237 238 239 240 **SELF-HELP RULE**

241
 242 In addition to any remedies available to the Association as set forth in the Plat Covenants or
 243 adopted Rules and Regulations, the failure of any Owner, or his family, guests, invitees, or agents, to
 244 comply with any of the requirements or restrictions of the Plat Covenants or any adopted Rule or
 245 Regulation may warrant the Committee to enter upon any Lot to cut the grass, weeds, or growth; clear or
 246 remove the trash, refuse, or debris from the Lot or home; or remove any other violation of the Plat
 247 Covenants or adopted Rules and Regulations pursuant to its authority as set forth in the Plat Covenants or
 248 the Rules and Regulations. The Association, Committee, or any of its designated agents, shall have the
 249 right to enter upon any Lot to perform said maintenance, mowing, repair, or other acts as may be

250 reasonably necessary to make such Lot and any improvements thereon conform to the requirements of the
 251 Plat Covenants or these Rules and Regulations; and the Association, Committee, or its designated agents,
 252 shall not be liable to the Owner for any damages resulting from the work performed hereunder unless it
 253 can be shown that the damages to the Owner's property resulted from an act of gross negligence or willful
 254 or reckless misconduct by the Association, Committee, or its designated agents. The expense of said
 255 action shall be the responsibility of the Owner of the Lot committing or necessitating the action. The cost
 256 of the Association's corrective action shall become part of the Owner's account and treated as a Special
 257 Assessment against the Owner and Lot, and there shall be lien against the Lot for these expenses, which
 258 lien shall be due and payable immediately. If such lien is not promptly paid, the Association may pursue
 259 collection of the unpaid amounts in the same fashion as any other unpaid assessment or sum as provided
 260 in the Plat Covenants or Bylaws, and may recover such unpaid amounts together with reasonable attorney
 261 fees and costs of collection.

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MAILBOXES

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Mailboxes create an immediate visual impact within a neighborhood that can affect the attractiveness of the community and desirability of the homes in the subdivision. Hence, the Committee believes it is important to maintain the appearance of the mailboxes and posts in the Development by preserving a sense of uniformity of the mailboxes and posts within Hidden Lake Lakes.

272

Hence, the following standards shall be used on all mailboxes and posts in Hidden Lake Estates:

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274

Posts: Blunt 6x6 Cedar Post with Standard Support painted Sagebrush color

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276

Mailboxes: Medium T2 standard sized mailbox, black in color, with sandstone colored vinyl graphics on both sides (number and street name), Caxton-style font

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278

Vinyl Graphics: Sandstone colored, Caxton-style font on both sides of box (number and street name)

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281

Post Paint: Sagebrush color

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With these standards, an owner should be able to call any mailbox installation and repair company, tell them these standards, and the company should be able to match the standards.

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No plastic, resin, poly-vinyl, vinyl, rubber, metal, brick or stone mailbox posts or post/box combination (i.e. Rubbermaid-style) shall be permitted in the Development.

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So long as an owner follows these guidelines for installation and appearance, the owner does not need to receive prior written approval of the Committee before installing a new mailbox or post. Unless built into the post, an owner may also add one (1) resin (plastic) newspaper box to the mailbox post. All post and box repairs and replacements must be performed by the Owner. However, the Association reserves the right to adopt procedures and conduct mailbox and post replacement and repair as part of the annual assessments assessed against each lot.

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All mailboxes and posts shall be properly maintained and kept free of rust or other damage, such as dents, scratches and broken parts. Any box or post that becomes rusted, damaged or unreasonably faded (as determined in the sole discretion of the Committee) must be repaired or replaced within thirty (30) days of notification to the Owner by the Committee. If the Committee sends a written notice to the Owner, via first class, postage pre-paid, US Mail, to the Owner's last known address requesting that the Owner perform needed repair or maintenance to his box or post, and the repair or maintenance work is

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300 not performed by the Owner within thirty (30) days of the date of the written notice mailed by the
 301 Committee, then the Association reserves the right to repair, repaint or replace the box, post or any part
 302 thereof, and pass the expense of this work, including parts and labor, to the Owner of the Lot. In lieu of
 303 individual Owners within the Real Estate performing repair or maintenance work on their boxes or posts,
 304 the Association may, but is not required to, budget for and perform regularly scheduled repairs,
 305 maintenance, and replacement of mailboxes and posts on behalf of the Owners. Any Owner who does not
 306 consent to the Association performing work on their mailbox or post must notify the Association in
 307 writing before the work is performed by the Association.

308 If an Owner refuses to perform needed repairs, maintenance, and replacement of his post and/or
 309 box, and the Owner also refuses to allow the Association to perform the repair, maintenance, and/or
 310 replacement work, the Association reserves the right to seek any other remedy, including equitable relief,
 311 available to it as set forth in the Plat Covenants or the Rules and Regulations to address the situation.
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ENFORCEMENT

A. Remedies.

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 321 The Plat Covenants and all rules and regulations adopted pursuant to the authority set forth in the
 322 Plat Covenants, Articles and Bylaws, including amendments or modifications thereto, shall be binding
 323 and enforceable upon each and every Lot and Lot Owner in Hidden Lake Estates. The violation of any
 324 covenant, rule or regulation set forth in the Plat Covenants or adopted by the Association shall be subject
 325 to an action at law or in equity by the Association to enjoin the violation of the covenant or rule, or pursue
 326 any other relief or remedy as may be set forth in the Plat Covenants, Articles, Bylaws or the rules and
 327 regulations.

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

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

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

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352 To allow Owners within the Hidden Lake Estates subdivision to have an idea of the process to be
353 used in the case of a violation of the Plat Covenants, Articles or Bylaws or any rule or regulation adopted
354 pursuant to the authority therein, the Board has adopted the following standard enforcement procedures to
355 be used to address violation matters:

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

359 2. Final Notice Letter. If the violation is not corrected within the time period specified in the
360 Courtesy Letter, or in the event of a new infraction of the same nature, a Final Notice Letter will
361 be sent informing the Owner that he/she is still in violation of the restriction, rule or regulation,
362 and that the Owner has one final opportunity to correct the violation within fourteen (14) days
363 from the date of the Final Notice Letter before the Association turns the matter over to their
364 attorney to pursue legal remedies. This Final Notice Letter will also remind Owners that they
365 will be responsible for any management company fees and/or attorney fees charged to the
366 Association to send a violation letter or pursue legal action to gain compliance with the Plat
367 Covenants, or the Rules and Regulations.

368 3. Attorney Letter. If the violation is not corrected within the time period specified in the Final
369 Notice Letter, or in the event of a new violation of the same nature, the Association may elect to
370 have the Association's attorney send a letter informing the Owner that the violation matter has
371 been turned over to his office to pursue any legal action necessary to gain compliance with the
372 Declaration, Plat Covenants, or the Rules and Regulations. This Attorney Letter will also inform
373 the Owner that this is their final opportunity to correct the problem, and failure to do so will
374 result in a lawsuit being filed against them to seek their compliance with the Plat Covenants or
375 the Rules and Regulations. The Attorney's Letter will also let the Owner know that they are also
376 responsible for the cost of the Attorney's Letter. ***PLEASE NOTE: Once a matter is turned
377 over to the attorney for action, correcting the violation alone will not stop the matter from
378 moving forward; the proceedings will not terminate until the Association has been reimbursed
379 its legal expenses, and failure to reimburse the Association for its legal expenses may result in
380 legal action to collect any and all expenses owed to the Association, including, but not limited
381 to, attorney fees and court costs.***

382 4. Consideration of Legal Remedies. If the violation is not corrected after the Attorney Letter is sent
383 to the Owner, the Board of Directors will consider the following options:

384 a) Exercising any self-help remedies available to the Association under the Plat
385 Covenants and/or the Rules and Regulations, including towing;

386 b) Filing a lawsuit and pursuing legal action against the Owner.

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

- 394 6. Self-Help. The Association may at any time before, during or after the enforcement procedures
395 outlined in this provision exercise its self-help authority as set forth in the Plat Covenants and/or
396 the rules and regulations. According to this authority, the Association has the right to determine
397 if an Owner is properly maintaining his Lot and/or the improvements on the Lot, and whether the
398 Owner is committing any other violation of the Plat Covenants or rules and regulations. If the
399 Association determines the Owner is not properly maintaining the Lot or the improvements on the
400 Lot, or is committing any other violation of the Plat Covenants or rules and regulations, the
401 Association has the right to enter upon the Lot and mow, trim, prune, abate, repair, or remove the
402 violation or problem. If the Association exercises its self-help authority, the Association and its
403 employees, agents, and contractors are not liable for any damage that might occur or result from
404 the work, and all expenses incurred by the Association to mow, trim, prune, abate, repair, tow or
405 remove the violation shall be recoverable by the Association from the Lot Owner.
- 406 7. Towing. Towing is considered a self-help remedy. However, the Association does not have to
407 follow the same notice letter steps as set forth above before towing a vehicle. For towing
408 purposes, the Association may send the Owner one (1) warning letter to the Owner's last known
409 address asking the Owner to stop committing the parking violation. If a warning letter is sent to
410 the Owner, and the Owner continues to commit the parking violation, the Owner's vehicle may
411 then be towed. After an Owner has been sent a warning letter, the Association does not have to
412 provide the Owner with any further parking violation notices, but may simply have any vehicle
413 parked in violation of the Plat Covenants or rule towed.
- 414 8. Violation Notices. All letters and notices regarding a violation of the Plat Covenants or the Rules
415 and Regulations shall be sent to an Owner via First Class U.S. Mail, postage pre-paid. **Notices or**
416 **letters are not required to be sent via certified mail.**
- 417 9. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any
418 available remedy with respect to a violation of any one or more of the restrictions set forth in the
419 Plat Covenants, or the Rules and Regulations shall be held to be a waiver by that party (or an
420 estoppels of that party to assert) any right available to him upon the occurrence, recurrence or
421 continuation of such violation or violations of the Plat Covenants or the Rules and Regulations.
422 In short, any provision in the Plat Covenants or the Rules and Regulations can be enforced at any
423 time.
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425
426
- 427 10. Failure to Follow Enforcement Procedures. These enforcement procedures are meant to be a
428 guideline for handling the typical enforcement action. However, because enforcement of the Plat
429 Covenants and the Rules and Regulations may depend on many unique factors and/or the specific
430 facts of each matter, including, but not limited to, the number of previous violations committed
431 by an Owner and the type, or seriousness, of the violation that is occurring, the Board hereby
432 reserves the right and privilege to use other procedures or modify the aforementioned procedures
433 as it deems necessary and appropriate under the circumstances. Hence, the failure of the Board or
434 Committee to strictly follow the aforementioned procedures shall not constitute a waiver,
435 estoppel, or defense of the right of the Association to enforce at any time any provision of the Plat
436 Covenants and the Rules and Regulations.

437
438
439 **[The remainder of this page left intentionally blank]**
440
441
442
443

444 IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution
445 for Hidden Lake Estates Homeowners Association, Inc. and swear, affirm or certify, under penalties of
446 perjury, the truth of the facts herein stated, this 8 day of August, 2010.

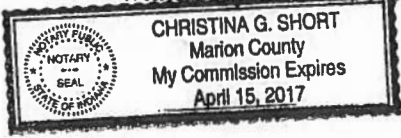
447
448 HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
449 by:

450 Randy Husz
451 _____
452 President
453 Hidden Lake Estates Homeowners Association, Inc.
454

455 ATTEST:
456 Amy Ahlbrand
457 _____
458 Secretary
459 Hidden Lake Estates Homeowners Association, Inc.
460
461
462
463

464 STATE OF INDIANA)
465)
466 COUNTY OF Marion)
467)

468 Before me a Notary Public in and for said County and State, personally appeared
469 Randy Husz and Amy Ahlbrand, the President
470 and Secretary, respectively, of Hidden Lake Estates Homeowners Association, Inc., who acknowledged
471 execution of the foregoing Affidavit of Corporate Resolution for Hidden Lake Estates Homeowners
472 Association, Inc. and who, having been duly sworn, stated that the representations contained herein are
473 true.
474

475 Witness my hand and Notarial Seal of this 18th day of August, 2010.
476  Christina G. Short
477 _____
478 Notary of Public - Signature
479 Christina G. Short
480 Printed

481 My Commission Expires:
482 4-15-2017
483 Residence County: Marion
484

485 I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social
486 Security number in this document, unless required by law. -Scott A. Tanner

487 **This document was prepared by:**
488 Scott A. Tanner
489 TANNER LAW GROUP
490 6745 Gray Road, Suite H
491 Indianapolis, IN 46237
492 (317) 536-7435

**Cross-Reference:**

Hidden Lake Estates, Section One (Plat), Instrument #1999-30074

Hidden Lake Estates, Section Two (Plat), Instrument #2001-6112

Hidden Lake Estates, Section Three (Plat), Instrument #2001-191412

AMENDMENT
to the

PLAT COVENANTS
for
HIDDEN LAKE ESTATES

(SECTION ONE, TWO AND THREE)

The Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 13 day of NOVEMBER, 2017, states the following:

INTRODUCTION:

The residential community in Marion County, Indiana, commonly known as Hidden Lake Estates was established upon the recording of certain Plats and other documents with the Office of the Recorder for Marion County, Indiana; and

The Plat for Hidden Lake Estates, Section One, was recorded with the Office of the Marion County Recorder on February 5, 1999, as **Instrument #1999-30074**; and

The Plat for Hidden Lake Estates, Section Two, was recorded with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

The Plat for Hidden Lake Estates, Section Three, was recorded with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

The Plats contain identical covenants and restrictions (“Plat Covenants”) that apply to every Lot in the Hidden Lake Estates subdivision; and

The Plat Covenants state that by taking a deed to any lot as set forth on any of the Plats for the Hidden Lake Estates development, each owner becomes a mandatory member of the subdivision’s homeowner’s association known as Hidden Lake Estates Homeowners Association, Inc. (“Association”), an Indiana nonprofit corporation; and

The Association was incorporated as provided in the Plat Covenants as a non-profit corporation by the Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1999, and Amended on October 6, 2006; and

The Plat Covenants, Paragraph 30, state the Plat Covenants may be amended at any time by an affirmative vote of eighty percent (80%) of the then Owners of Lots in the subdivision. However, IC 32-25.5-3-9 limits the percentage to seventy-five percent (75%); and

There are one hundred forty-two (142) total Lot Owners in Hidden Lake Estates. There are sixty (60) Lots in Section One; forty-six (46) Lots in Section Two; and thirty-six (36) Lots in Section Three.

A total of one hundred nine (109) Lot Owners in the subdivision voted to approve the proposed amendment, consisting of forty-seven (47) Lot Owners in Section One; thirty-five (35) Lot Owners in Section Two; and twenty-seven (27) Lot Owners in Section Three, which means more than seventy-five percent (75%) of each Section approved the amendment. Only one (1) Lot Owner voted against the proposed amendment. Hence, at least seventy-five percent (75%) of the Lot Owners in Hidden Lake Estates approved the proposed amendment as required by Paragraph 30 of the Plat Covenants; and

The ballots cast to approve the Amendment are attached as “**Exhibit A**”; and

AS A RESULT, the following amendment to the Plat Covenants for Hidden Lake Estates, Section One, Two and Three is adopted and approved by the Lot Owners under the authority granted in Paragraph 30 of the Plat Covenants.

[End of Introduction]

[Remainder of Page Left Blank]

Paragraph 10 of the Plat Covenants for Hidden Lake Estates, Section One, Two and Three is amended to read as follows:

10. **Residential Use Only and Rental/Leasing Restriction.** All lots in this subdivision shall be used solely for residential purposes. No motor home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business will be permitted in the subdivision.

For the purpose of maintaining the congenial and residential character of Hidden Lake Estates, for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Hidden Lake Estates community, and in an effort to limit investment purchasers, institutional buyers, and others from buying properties within the Hidden Lake Estates subdivision solely for the purpose of leasing or renting the properties in the subdivision, all homes in the Hidden Lake Estates development must be OWNER-OCCUPIED for a minimum of five (5) years from the date the Owner(s) takes title to a property within the Development. The term "Owner-Occupied" means that the home must be occupied by the titled Owner(s), the titled Owner's spouse or significant other, the titled Owner's dependent children, the titled Owner's live-in caretaker, and any temporary visitors and guests of the titled Owner, so long as the titled Owner(s) also lives in the home. The term "Owner-Occupied" is not satisfied by the representatives, employees, agents or guests of a corporation, partnership, or other entity.

During this five (5) year period of required Owner-Occupancy, a home may NOT be occupied by anyone renting, leasing, leasing to own, or purchasing on contract the home. Any lease, rental agreement, or similar document entered into after this covenant is recorded will be voidable in the sole discretion of the Association's Board of Directors.

However, this "Owner-Occupancy" restriction is not intended to prevent residents whose primary residence is in Hidden Lake Estates, but who are not the titled Owner of their home as the result of estate planning, such as placing their home in a trust, reserving a life estate, or Medicaid planning, from buying a home or living in Hidden Lake Estates. In this situation, the titled Owner will be considered to be in compliance with this covenant so long as the Owner also follows all of the remaining restrictions in this provision, including the five (5) year Owner-Occupancy requirement.

The Board may approve a hardship exception to this restriction in writing when deemed reasonably appropriate by the Board under the particular circumstances, such as to comply with state or federal laws. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board, and may not be overturned by any court unless shown to violate federal or state law.

Once the five (5) year Owner-Occupancy period has expired, the titled Owner(s) of a lot may lease his property, but all leases must be in writing for a period of at least one (1) year, must lease the whole home, must inform the renter that failure to comply with the Covenants and Rules and Regulations is a default under the lease, and the Owner(s) must provide the Association with a copy of the lease (amounts redacted) within thirty (30) days of signing the lease.

This covenant takes effect on the date this covenant is recorded with the Marion County Recorder's Office. This covenant will apply to all Owners taking deeded title to

a property in Hidden Lake Estates after this covenant is recorded. Any Owner taking deeded title to a property within Hidden Lake Estates before this covenant is recorded will not be subject to the five (5) year Owner-Occupancy restriction, but will be subject to all other provisions of this covenant. Likewise, this provision does not apply to institutional mortgagees of any home in Hidden Lake Estates which comes into possession of the home by reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting his property.

All other provisions of the Plat Covenants for Hidden Lake Estates, Section One, Two and Three remain unchanged;

The foregoing amendment(s) will run with the land and will be binding upon all owners 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 these covenants.

[End of Amendments]

We certify that this Amendment to the Plat Covenants for Hidden Lake Estates, Section One, Two and Three, was duly moved and passed by at least seventy-five percent (75%) of the Lot Owners as required by Paragraph 30 of the Plat Covenants.

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

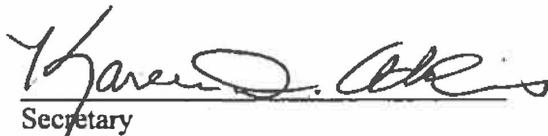


President

11/13/2017
Date

TERRY L. ARNOLD
Printed Name of Director

ATTEST:



Secretary

11/13/2017
Date

KAREEN ATKINS
Printed Name of Director



STATE OF INDIANA)
)
COUNTY OF MARION)

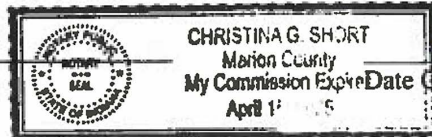
Before me a Notary Public in and for said County and State, personally appeared Terry L Arnold and Kareen Atkins, the President and Secretary, respectively, of Hidden Lake Estates Homeowners Association, Inc., who acknowledged execution of the foregoing Amendment to the Plat Covenants for Hidden Lake Estates, Section One, Two and Three, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 13 day of November, 20 17.

Christina G. Short
Notary of Public - Signature

Marion
County of Residence

Christina G. Short
Printed



4-15-25
Commission Expires

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 and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227**

EXHIBIT A

Amendment must be approved by an affirmative vote of seventy-five percent (75%) of the then Owners of Lots in the subdivision.

**Section One has 60 Lot Owners (75% = 45)
(Amendment approved by 47 Lot Owners)**

**Section Two has 46 Lot Owners (75% = 35)
(Amendment approved by 35 Lot Owners)**

**Section Three has 36 Lot Owners (75% = 27)
(Amendment approved by 27 Lot Owners)**



BY-LAWS
OF
HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTIFICATION AND APPLICABILITY

Section 1.01. Identification and Adoption. These By-Laws are adopted to govern the administration of the Hidden Lake Estates Homeowners Association, Inc. created to govern the use of common areas, and partly to govern the use of lots, in a residential subdivision located in Marion County, Indiana, known as Hidden Lake Estates. The Developer ("Developer") and owner of the subdivision is R & F Development, Inc., an Indiana corporation.

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Lot Owners, future owners, mortgagees, tenants, future tenants, or their guests and invitees, and any other person who may use or occupy a Lot or any common areas in the subdivision, shall be subject to the terms and conditions of all documents affecting such Lot and the common areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

Section 1.03. Effect Of Becoming An Owner. The owner ("Owner") of any lot in Hidden Lake Estates, 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 the provisions contained in these By-Laws. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect to these By-Laws, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenants and agrees and consents to and with Developer and to and with the Owner and subsequent Owners of each of the lots affected by these By-Laws to keep, observe, comply with the terms and conditions of these By-Laws.

ARTICLE II
MEETING OF ASSOCIATION

Section 2.01. Meetings. At least annually and at such other times as may be necessary, a meeting of the Lot Owners shall be held for the purpose of electing the Board of Directors, approving the Annual Budget, and for such other purposes as may be appropriate or required.

Section 2.02. Annual Meetings. The Annual Meeting of the Lot Owners shall be held on the first Tuesday on or after February 1st in each calendar year or as soon thereafter as is practicable. The Board of Directors may change the date for the Annual Meeting, but it shall give written notice to Owners of any change in the date of the Annual Meeting. At the Annual Meeting the Lot Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

SECTION 2.03. Special Meetings. A Special Meeting of the Lot Owners may be called by the President, by request of two (2) Directors, or upon a written request of not less than fifteen percent (15%) of the Lot Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Lot Owners are present.

Section 2.04. Notice and Place of Meetings. Any meetings of the Lot Owners may be held at any suitable place, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting, and in the 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 Association to each Owner. The notice shall be mailed or delivered to the Lot Owners at their address as it appears upon the records of the Association, to the Developer at 1111 W. Main St., Ste. K, Greenfield, Indiana, 46140 and to any Mortgage who requests the same in writing at its address as appears on the records of the Association. Attendance at any meeting by a Lot Owner or their authorized representative, in person or by proxy, shall constitute waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each Lot Owner other than the Developer shall be a Class A member of the Association, and shall be entitled to cast one (1) vote on each matter coming before the meeting. The Developer shall be the sole Class B member and shall be entitled to four (4) votes for each Lot owned subject to the terms and conditions of the By-Laws. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- ii) At election of Developer.

(b) Multiple Owner. Where the Owner of a Lot constitutes more than one (1) person, or is a partnership, there shall be only one (1) voting representative entitled to cast the vote

allocable to that Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is a Lot Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of a corporation who is duly empowered to vote shall cast any votes to which the corporation is entitled.

(d) Proxy. A Lot Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Lot Owner shall duly designate his attorney-in-fact in writing, and such written designation shall be delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in these By-Laws, one-third (1/3) of the Lot Owners shall constitute a quorum at all meetings.

(f) Conduct of Annual Meeting. The President of the Association shall serve as Chairman of the Annual Meeting and in his absence the Vice President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be conducted normally in the following manner:

- i) Reading of the Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion.
- ii) Treasurer's Report. The Treasurer shall report to the Lot Owners concerning the financial condition of the Association, and answer relevant questions of the Lot Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.
- iii) Budget. The proposed Annual Budget for the current fiscal year shall be presented to the Lot Owners for approval or amendment. If the Lot Owners do not approve the Annual Assessments for the current fiscal year at the time they approve the Annual Budget, then the Board of Directors shall set the Annual Assessments for the year at such amount as will raise the funds required to comply with the Annual Budget, including reserve requirements.
- iv) Election of Board of Directors. Nominations for the Board of Directors may be made by any Lot Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least three (3) days prior to the date of the Annual Meeting. Voting for the Board of Directors will be by paper ballot unless a majority

of the Lot Owners present waive voting by paper ballot and approve another form of voting. The ballot shall contain the name of each person nominated to serve as a Board member. Each Lot Owner other than Developer may cast one (1) vote for as many nominees as are to be elected. No Lot Owner other than Developer may cast more than one (1) vote for any nominee. Those persons receiving the highest number of votes shall be elected.

- v) Other Business. Other business may be brought before the meeting only if accepted and ruled in order by the Chairman of the Meeting, or which is pursuant to written request submitted to the Secretary of the Association at least three (3) days prior to the date of the meeting.
- vi) Adjournment.

ARTICLE III BOARD OF DIRECTORS

Section 3.01. Number and Duties. 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. No person shall be eligible to serve as a Director unless he is a Lot Owner or unless he is appointed by the Developer. Also, any Lot Owner who is thirty (30) days or more in arrears in his Annual or Special Assessments, will not be eligible to serve or to continue to serve as a Director.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be as provided in the Articles of the Incorporation of the Association, all of who shall be appointed by Developer. Notwithstanding any other provisions in the By-Laws, the initial Board of Directors shall hold office until the first Annual Meeting of the Lot Owners which shall be held on the first Monday on or after February 1st in each year.

Section 3.03. Additional Qualification. Where an owner consists of more than one (1) person or is a partnership, corporation, trust or other legal entity, then one (1) of the persons constituting the multiple Lot Owner, or an office or trustee, shall be eligible to serve on the Board of Directors. No Lot Owner other than the Developer may be represented on the Board of Directors by more than one (1) person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. At the first annual meeting of the Board, one (1) Director shall be elected for one (1) year, one (1) Director for two (2) years and one (1) Director for three (3) years. At each subsequent annual meeting one (1) Director shall be elected for a term of three (3) years (since the term of one of the Directors will be expiring), and any other

vacancies in the Board of Directors shall be filled by electing a Director to serve for the remainder of the term of the Director who did not serve for his whole term of office.

Any vacancy or vacancies occurring in the Board of Directors shall be filled until the annual meeting of the members by a vote of a majority of the remaining Directors or by vote of the Lot Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Director. A Director or Directors, except the initial Directors, may be removed with or without cause by majority vote of the Lot Owners at a meeting duly called and constituted. In such case, a successor Director shall be elected at the same meeting from eligible Lot Owners. A Director so elected shall serve until the next Annual Meeting of the Lot Owners or until his successor is duly elected and qualified. An initial Director may be removed and replaced at the discretion of the Developer.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the Common Areas in Hidden Lake Estates, including but not limited to the entrances, nature park, walking trails, and the collection and disbursement of the common expenses. These duties include, but are not limited to:

- (a) management, maintenance, repair and replacements of the sidewalks and common areas;
- (b) procuring of utilities used in connection with the common facilities, removal of garbage and waste, and snow removal from the common areas, and if the Board of Directors deems prudent from public streets in the subdivision;
- (c) landscaping, painting, decorating, and furnishing of the common areas;
- (d) assessment and collection from the Owners of their pro rata share of the common expenses;
- (e) preparation of annual budget;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each owner as soon as possible after the end of each fiscal year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the property, specifying and itemizing the common expenses. All records and vouchers shall be available for examination by an owner upon reasonable notice during normal business hours; and
- (h) to procure fire and extended coverage insurance covering any improvements on or to

the common areas to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Lot Owners and the Association.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

(b) to purchase for the benefit of the Association 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 include the costs of all of the above and foregoing as a common expense;

(e) to open and maintain one (1) or more bank accounts in the name of the Association;

(f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of common areas and for approving the payment of vouchers, invoices and the like;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the common areas and facilities;

(h) to grant easements and other rights over the common areas;

(i) to impose non-discriminatory fines upon any Lot Owner or Lot Owners if they, or any members of their family, guests, or invitees, shall violate any rules or regulations adopted by the Association and such fine shall be collectible by the Association in the same manner as payment of the annual assessment is collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest to the same extent as a late payment of the annual assessment; and

(j) to do such other acts and things as are in the best interest of a majority of Lot Owners and which are not contrary to law.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than

\$2,500.00 without obtaining the prior approval of the Lot Owners at a meeting thereof, except in the following cases:

(a) contracts for replacing or restoring portions of the common areas damaged or destroyed by fire or other casualty;

(b) proposed contracts and proposed expenditures expressly set forth as provided for in the annual budget as approved by the Lot Owners at the annual meeting, which shall include but not be limited to the compensation of the managing agent, ongoing contracts of all kinds, maintenance contracts, contracts for improvements which have been approved by the Lot Owners and contributions to reserve accounts.

Items within the budget need not be approved separately. The Board may also reallocate items in the budget, if the total budget will not be increased.

Section 3.09. Compensation. No Director shall receive any compensation for his services unless a majority of the Lot Owners shall approve paying such compensation. Each Director shall be reimbursed for his reasonable costs and expenses incurred for the benefit of the Association.

Section 3.10. Meetings. Regular meeting of the Board of Directors may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or mailed by United States Mail at least three (3) days prior to the date of such meeting.

Special meetings of the Board of Directors may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called.

Section 3.11. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, or if those not present shall waive notice of the meeting or shall consent to the actions taken at the meeting, notice shall not be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Lot

Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors against any and all liabilities to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall, if reasonably available, carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the common expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Lot Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association.

Section 3.14. Additional Indemnity of Directors and Officers. The Association may indemnify any person, his heirs, assigns and personal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or an officer of the Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereon, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Lot Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any Officer or employee thereof, or any Accountant, Attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. Books and Records. The Board of Directors shall itself, or through the Managing Agent, make available to Lot Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants in the recorded subdivision plats, these By-Laws, any rules and regulations concerning Hidden Lake Estates, and the books records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IV
OFFICERS

Section 4.01. Officers of the Association. The principal Officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. 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.

Section 4.02. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the Chief Executive Officer of the Association. He shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of President or Chief Executive Officer of an Association or a Stock Corporation organized under the laws of Indiana, including, but not limited to the power to appoint committees from the Lot Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04 The Vice-President. A Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President the Vice- President shall preside at all meetings of the Lot Owners and of the Board of Directors. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall from time to time be delegated to him by the Board or by the President.

Section 4.05. The Secretary. The Secretary need not be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meeting, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association of the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He shall be the Legal Custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He shall immediately deposit all funds of the

Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer need not be a Lot Owner.

Section 4.07. Additional Officers. The Board of Directors may, from time to time, designate and elect additional Officers, including but not limited to Vice-Presidents and an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as are set forth herein for such offices. The Assistant Secretary and Assistant Treasurer shall have such powers and duties as the Officer whom they are elected to assist shall delegate to them, and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Delegation to Management Agent. The duties of the Secretary and/or Treasurer may be delegated to a Managing Agent if one is then serving.

ARTICLE V ACCOUNTING, BUDGETS, AND ASSESSMENTS

Section 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year, the Board shall cause to be prepared and furnished to each Lot Owner a financial statement prepared by an independent Public Accountant, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer or guarantor of a first mortgage who shall so request in writing.

Section 5.02. Proposed Budget. Annually, on or before the date of the Annual Meeting of the Association, the Board of Directors shall cause to be prepared a proposed Annual Budget for the ensuing or current fiscal year estimating the total amount of the common expenses for such fiscal year. The Board of Directors shall furnish a copy of such proposed Annual Budget to each Lot Owner prior to or at the Annual Meeting of the Association for adoption, and, if so adopted, shall be the basis for the Annual Assessment for the following fiscal year. At the Annual Meeting of the Lot Owners, the Budget may be approved in whole or in part or may be amended in whole or in part, by a majority vote of those persons voting in person or by proxy provided, however, that the Board of Directors may adopt a tentative Annual Budget for each year until an Annual Budget is approved by the Lot Owners.

Section 5.03. Annual and Special Assessments. Common expenses shall be assessed to the Lot Owners, either as an Annual Assessment, or as a Special Assessment, equally with respect to each Lot which is subject to assessment, all as set forth below:

(a) An annual assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. The annual assessment shall be paid in an installment which shall be due and payable in advance on the 1st day of March. The amount of the aggregate annual assessments shall be equal to the total

amount of expenses provided for in the Annual Budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessments.

(c) The annual assessment and all special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a continuing lien on the lot upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time of the assessment was payable.

Section 5.04. Fiscal Year. The Fiscal Year of the Association shall commence on January 1st and end on December 31st, but the Board of Directors may change such Fiscal Year. If the fiscal year is so changed, the annual assessment for the prior fiscal year shall continue to be assessed during any short fiscal year, unless the Board of Directors shall submit an interim or modified Budget and annual assessment for such period to the Lot Owners.

Section 5.05. Limitation on Assessments. During the Fiscal Years ending on or prior to December 31, 1999, the Maximum Annual Assessment shall be per lot per year payable in advance in one (1) installment of One Hundred Fifty Dollars (\$150.00) on the first day of the month of March of each year. The Assessment shall be prorated for part of a quarter where applicable. So long as the Developer owns any lot in Hidden Lake Estates but not longer than two (2) years from the date hereof, there shall not be any increases in the annual assessment nor shall there be any Special Assessments without Developer's prior approval. For the purpose of this section any lot re-acquired by the Developer after it has been sold shall be deemed not to be owned by the Developer.

So long as the Developer is developing the property in the Subdivision, the Annual Assessment shall not be increased more than a cumulative average of eight percent (8%) per year unless such larger increase is approved by a majority vote at a meeting duly held after the Lot Owners have been notified that such meeting would consider the Annual Budget for the following year and that an increase averaging more than eight percent (8%) per year may be necessary. Such maximum percentage increase shall be computed by compounding the Annual Assessment for the fiscal year ending December 31, 1998, at the rate of eight percent (8%) per year until the then current fiscal year.

Section 5.06. Vote for Special Assessments. No Special Assessment shall be adopted unless voted by sixty-six and two thirds percent (66-2/3%) of the votes of the Association at a meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Lot Owners.

Section 5.07. Notice of Meeting for Assessments. Written notice of any meeting other than the Annual Meeting which is called for the purpose of approving the Annual Budget and Annual Assessment or a Special Assessment, shall be given or sent to all members and such notice shall state that the Annual Budget and/or a Special Assessment will be considered at such meeting.

Section 5.08. Commencement of Assessments. The Annual Assessments provided for herein shall be made for each fiscal year of the Association, and shall be payable in semi-annual installments as provided above. The Annual Assessment shall be set for each fiscal year of the Association. If the Annual Assessment has not been set by the first day of the fiscal year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the Assessments shall be based on the prior year's Assessments until the Annual Budget and Annual Assessment for such fiscal year is approved. The first payment of the Annual Assessment payable after the Annual Budget is approved shall be adjusted to compensate for any prior payments which were too high or too low. If more than one (1) lot is conveyed or rented with a home, then each Lot, or part Lot, shall be subject to the Annual Assessment. A part Lot shall be subject to a pro rata share of such assessment. The Annual Assessment for the fiscal year in which occurs the conveyance of the first Lot to a Lot Owner other than a builder shall be established by the Developer. No Lot shall be liable for payment of the Annual Assessment until after a home on the lot is substantially completed and is then conveyed by the builder of the home to a purchaser, or when the home is rented. At the time of the first conveyance of a home, the purchaser shall pay a prorated assessment for the balance of the quarter in which the Lot is conveyed. The Purchaser of each Lot shall be responsible to notify the Association of his acquisition of the Lot and to give to the Association his name and address for mailing purposes and satisfactory evidence of his ownership.

Section 5.09 Delinquent Assessment. Any payment of an Assessment which is not paid within fourteen (14) days of the date due shall automatically be subject to a late charge of Twenty-five Dollars (\$25.00). Late charges may continue to be assessed for each quarter a payment remains outstanding. The Board of Directors shall have the right to change the amount of the late charge, the time period before such charge is imposed, and to make other provisions for late charges and/or for imposing interest on late payments. The Association may bring an action of law against the Lot Owner personally obligated to pay the same; it may foreclose its lien against the Owner's Lot; or it may assert both rights and/or any other remedy available to it in law or in equity.

Section 5.10. Lien of Assessments. All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owner's Lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any Lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which become due prior to the sale of such sale or transfer, but shall not extinguish the personal liability of the Lot Owner for such assessments. No such sale or transfer shall relieve the Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Lot Owner shall be required to pay a reasonable rental for the use and occupancy of the Lot. The Association, upon the affirmative vote of ninety percent (90%) of all the Lot Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the Lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 5.11 Liability of Grantee. In a voluntary conveyance of a Lot other than a deed in lieu of a foreclosure, the grantee of the Lot shall be jointly and severally liable the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses or for special assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Upon the request of any Lot Owner, Purchaser or Mortgagee, the Secretary or other authorized Officer of the Association or the Managing Agent shall provide within seven (7) days of the request, against a particular Lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Lot Owner to confirm that the person requesting the statement is a Mortgagee or purchaser of or from the Lot Owner. Once having been furnished with such a statement, such person (other than the delinquent Lot Owner) shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 6.01. Creation. There shall be, and hereby is, created and established an Architectural Control Committee to perform the functions provided for herein. The Committee shall initially be the Developer, R & F Development, Inc. After completion of the development, a committee of three (3) homeowners designated by the Developer shall serve for one (1) year and continuing thereafter until their successors are elected by a majority of the Board of Directors of the Association.

Section 6.02. Purposes and Powers of Committee. The Committee shall regulate the external design, appearance, location of residences, buildings, structures, fences, or other

improvements placed on any Lot or in the common area in such a manner as to preserve and enhance the value and desirability of the real estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

- a) In general. No residence, building, fence, wall, structure, or improvement of any type or kind shall be constructed or placed on any Lot or within the common area without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plan showing the location of all improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the composition of all exterior materials proposed to be used together with any other material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1 inch equals 10 feet; or ¼ inch or 1/8 inch equals one foot; or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect. Plot plans submitted for the improvement location permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

- b) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - i) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or any subdivision plat of the real estate recorded in the Office of the Recorder of Hancock County, Indiana;
 - ii) The design of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
 - iii) The proposed improvements, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other owner.

- c) Rules and Regulations. The Committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in these By-Laws and the subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with said documents. Initial rules and regulations are attached hereto as "Exhibit A".

Section 6.03. Duties of Committee. The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material 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 for such disapproval.

Section 6.04. Liability of Committee. Neither the Committee, Developer, and the Association nor any agent of any of the foregoing 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.

Section 6.05. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

Section 6.06. Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provision of the Covenants of the subdivision plat, requiring the approval of the Committee, the Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction or installation by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the real estate or the installation or removal of any trees, shrubs or other landscaping on the real estate.

ARTICLE VII AMENDMENT TO BY-LAWS

Section 7.01. These By-Laws may be amended by a vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners voting in person or by proxy at a duly constituted meeting called for such purpose, or at an Annual Meeting.

ARTICLE VIII
NOTICES AND NEWSLETTERS

Section 8.01. Notice to Mortgages. Any Lot Owner who places a first mortgage lien upon his lot may notify the Secretary or the Association or the Managing Agent and provide the name and address of the Mortgagee, or the Mortgagee may do so, with a statement as to whether notices are to be sent to the Mortgagee. A record of such Mortgagee and its name and address shall be maintained by the Secretary or the managing Agent and any notice required to be given to the Mortgagee pursuant to the terms of these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided, or as to which the Association is later notified in writing. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary or the Managing Agent, either by the owner or the Mortgager, no notice to the Mortgagee as may otherwise be required by these By-Laws shall be required.

Section 8.02. Notice to Lot Owners. Each Lot Owner shall have the duty to notify the Association of his address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any Lot Owner, to any other address or to whom the Association has no address.

Section 8.03. Newsletters. In the event the Association elects to publish a newsletter or any other type of written publication, a copy of same shall be sent to the Developer at the address stated in Section 2.04 hereof or to any other address requested by Developer.

ARTICLE IX
DEFINITIONS

Section 9.01. All terms used herein shall have the same meaning as defined in the Covenants in the Subdivision Plat filed as Instrument No. 99-0030074 in the office of the Recorder of Marion County, Indiana. A "Director" as used herein is any member of the Board of Directors, and the term "Board" refers to the Board of Directors. The term "Annual Budget" shall mean the Budget adopted, or in context proposed for adoption, pursuant to Article V of these By-Laws. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender as the case may be and the singular shall where applicable include the plural. The term "Member" means a Lot Owner in his capacity as a member of the Association, and sometimes the term Lot Owner is used to describe such person in his capacity as a member of the Association. The term "Developer" means R & F Development, Inc. and its successors and assigns who succeed as the Developer of Hidden Lake Estates or any part thereof but shall not include persons who merely build homes on any of the Lots. The term "Subdivision" means the Hidden Lake Estates Subdivision, all sections whenever platted.

BOARD OF DIRECTORS OF HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

Steven R. Reilly, PRESIDENT
Steven R. Reilly

John F. Forcum, SECRETARY/TREAS.
John F. Forcum

George R. Reilly, VICE-PRESIDENT
George R. Reilly

corp\hidden lake estates.bylaws.blb.020299

STATE OF INDIANA

COUNTY OF HANCOCK

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Reilly, John F. Forcum and George R. Reilly, Directors, Hidden Lake Homeowners Association who acknowledged the execution of the foregoing By-Laws of Hidden Lake Estates Homeowners Association.

WITNESS MY HAND and Notarial Seal this 5th day of February, 1999.

Teresa S. Spegal
Teresa S. Spegal, Notary Public



Resident of Hancock County.

My commission expires January 2, 2008.

PREPARED BY: RONALD R. PRITZKE, PRITZKE & DAVIS, GRINDY, INDIANA



HIDDEN LAKE ESTATES

The undersigned, R & F Development, Inc., ("Declarant"), an Indiana corporation, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Hidden Lake Estates Section One, an addition in Indianapolis, Marion County, Indiana. The following restrictions, limitation and covenants are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.
3. There are strips of ground as shown on the within plat marked "D & U E" (drainage and utility easement), strips of ground marked "Sanitary Sewer Easement" or "S.S.E.", and strips of ground marked "Landscape Easement" or "L.E.", either separately or in any combination of the same. Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association (if and when formed and organized and hereinafter defined), as follows:
 - (A) "Utility Easements", or "U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, polies, lines, wires, drains, pipes and other utility installations for the purpose of furnishing utility services; such Utility Easements may also be used for all purposed for which Drainage Easements and Sanitary Sewer Easements may be used hereunder;
 - (B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any

ARTICLE V - Membership

Indicate if corporation will have members:

 Yes No

ARTICLE VI - Incorporator(s)

Name(s) and address(es) of the incorporator(s) is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Susan Hubbard	1492 Bain Road	Martinsville	Indiana	46151
Judy Mckenzie	1494 Bain Road	Martinsville	Indiana	46151
David Risk	1499 Bain Road	Martinsville	Indiana	46151

ARTICLE VII - Distribution of Assets on Dissolution or Final Liquidation

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the lot holders shall be entitled, after due payment or provision for payment of the debts and other liabilities of the Corporation, to share ratably in the remaining net assets of the Corporation. The remaining and only net asset of the corporation will be cash that was originally funded by the lot holders and held in a noninterest bearing checking account.

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (we) hereby verify, subject to penalties of perjury, that the facts contained herein are true. (Notorization not necessary)	
Signature <i>Susan Hubbard</i>	Printed name Susan Hubbard
Signature <i>Judy Mckenzie</i>	Printed name Judy Mckenzie
Signature <i>David Risk</i>	Printed name David Risk
Signature	Printed name

This instrument was prepared by:

Andrea Dolph

Address 9444 English Oak Drive	City Indianapolis	State Indiana	ZIP code 46236
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s 33.00
Pages 4

PLAT

Instrument Number

Subdivision/EPR Hidden Lake Estates Sec 1

Legal Description Pt NW 1/4 S10 T15N R5E

Owner R & F Dev Inc

Cross Reference

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

Declaration

Other

Township Warren

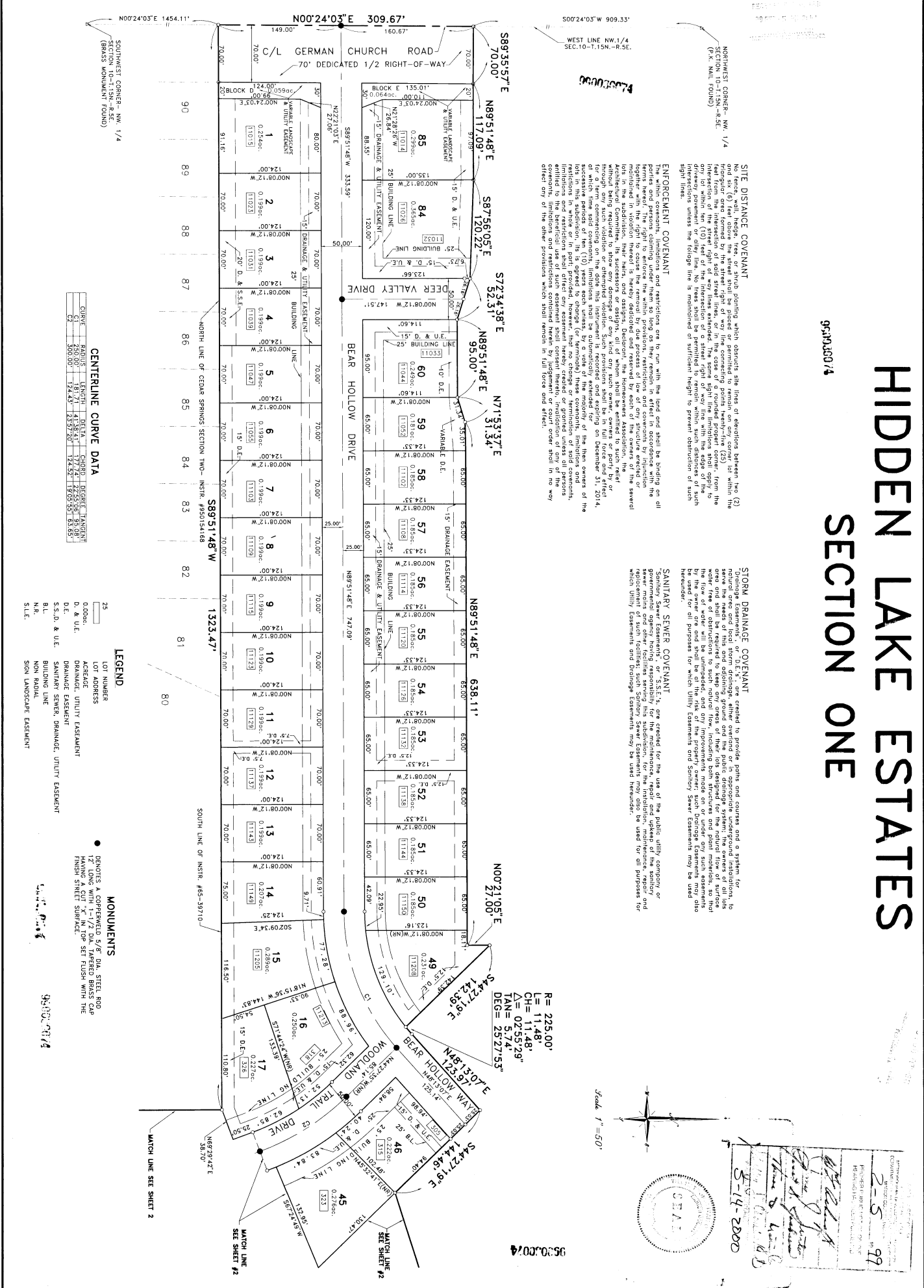
Microfilm:
8 copies
1 blow up

Pick Up:

R F Dev Harold
462-4055 M. B. 507

HIDDEN LAKE ESTATES SECTION ONE

95030074



SITE DISTANCE COVENANT
No fence, wall, hedge, tree, or shrub planting which obstructs the lines of elevations between two (2) contiguous lots shall be erected or maintained on any lot within the subdivision. The owner of any lot within the subdivision shall be responsible for the maintenance of the lines of elevations between the lots. The owner of any lot within the subdivision shall be responsible for the maintenance of the lines of elevations between the lots. The owner of any lot within the subdivision shall be responsible for the maintenance of the lines of elevations between the lots.

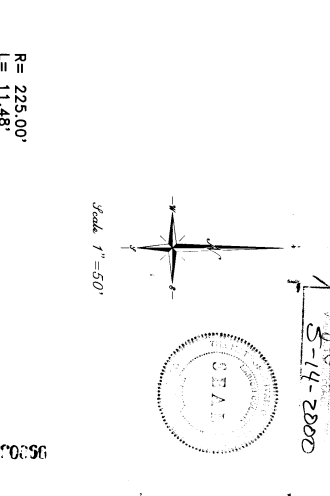
ENFORCEMENT COVENANT
The right to enforce the provisions, restrictions and covenants of this instrument shall be enforceable by the owners of the lots within the subdivision. The right to enforce the provisions, restrictions and covenants of this instrument shall be enforceable by the owners of the lots within the subdivision.

STORM DRAINAGE COVENANT
The owner of any lot within the subdivision shall be responsible for the maintenance of the storm drainage system. The owner of any lot within the subdivision shall be responsible for the maintenance of the storm drainage system.

SANITARY SEWER COVENANT
The owner of any lot within the subdivision shall be responsible for the maintenance of the sanitary sewer system. The owner of any lot within the subdivision shall be responsible for the maintenance of the sanitary sewer system.

STORM DRAINAGE COVENANT
The owner of any lot within the subdivision shall be responsible for the maintenance of the storm drainage system. The owner of any lot within the subdivision shall be responsible for the maintenance of the storm drainage system.

SANITARY SEWER COVENANT
The owner of any lot within the subdivision shall be responsible for the maintenance of the sanitary sewer system. The owner of any lot within the subdivision shall be responsible for the maintenance of the sanitary sewer system.



CENTERLINE CURVE DATA

CHORD	ARC LENGTH	CHORD BEARING	CHORD PERCENTAGE
67	300.00	174.43°	100.00
66	295.00	174.43°	98.33
65	290.00	174.43°	96.67
64	285.00	174.43°	95.00
63	280.00	174.43°	93.33
62	275.00	174.43°	91.67
61	270.00	174.43°	90.00
60	265.00	174.43°	88.33
59	260.00	174.43°	86.67
58	255.00	174.43°	85.00
57	250.00	174.43°	83.33
56	245.00	174.43°	81.67
55	240.00	174.43°	80.00
54	235.00	174.43°	78.33
53	230.00	174.43°	76.67
52	225.00	174.43°	75.00
51	220.00	174.43°	73.33
50	215.00	174.43°	71.67
49	210.00	174.43°	70.00
48	205.00	174.43°	68.33
47	200.00	174.43°	66.67
46	195.00	174.43°	65.00
45	190.00	174.43°	63.33

- LEGEND**
- 25 LOT NUMBER
 - 0.0000' AGENCY
 - D. & U.E. DRAINAGE UTILITY EASEMENT
 - S.S.D. & U.E. SANITARY SEWER, DRAINAGE, UTILITY EASEMENT
 - B.L. BUILDING LINE
 - N.R. NON RADIAL
 - S.L.E. SIGN LANDSCAPE EASEMENT

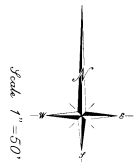
- MONUMENTS**
- DENOTES A COPPERWELD 5/8" DIA. STEEL ROD
 - 1/2" LONG WITH 1-1/2" DIA. THERMO BRASS CAP
 - FINISH STREET SURFACE

PROJECT: HIDDEN LAKE ESTATES SECTION ONE
SHEET TITLE: SECONDARY PLAT

DATE: 1/8/99
JOB NO: 12032

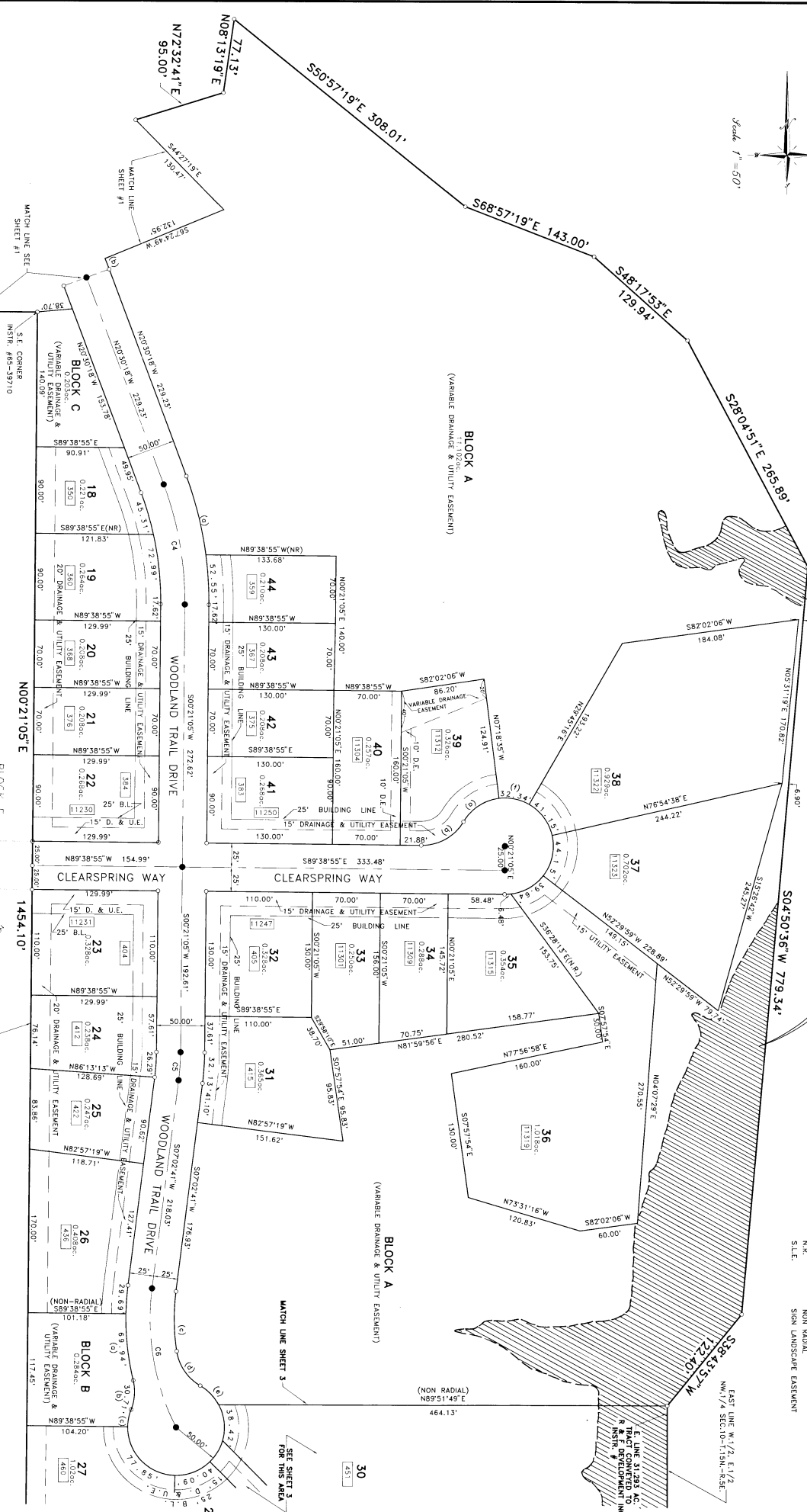
1133 West Main Street, Suite E • Greenwood, Indiana 46140 • (317) 462-4055

FILE: C:\12032\SEC1PLTA.DWG



3-30-2014

NOTE: CURVE DATA AND POINTS FOR IMPROVED ROADWAY MANUFACTURING MATERIAL FLOOR FINISH SHALL BE PROVIDED TO THE CONTRACTOR BY THE DESIGNER.



LEGEND

25	LOT NUMBER
0.0000'	ACREAGE
D. & U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.D. & U.E.	SANITARY SEWER, DRAINAGE, UTILITY EASEMENT
B.L.	BUILDING LINE
N.R.	NON RADIAL
S.L.E.	SIGN LANDSCAPE EASEMENT

MONUMENTS

• DENOTES A CORNERED 5/8" DIA. STEEL ROD WITH A 1/2" DIA. WIRE WOUND AROUND IT HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

C/L CURVE DATA

CURVE	BEARING	LENGTH	DELTA	CHORD	PERCENT
C4	S50°57'19"E	129.99	178.70	157.21	5.00
C5	N72°32'41"E	95.00	134.56	104.00	5.00
C6	S68°57'19"E	143.00	205.94	143.00	5.00
C7	S48°17'53"E	129.94	190.50	129.94	5.00
C8	S28°04'51"E	265.89	400.00	265.89	5.00

BLOCK A CURVE DATA

CURVE	BEARING	LENGTH	DELTA	CHORD	PERCENT
C1	S50°57'19"E	129.99	178.70	157.21	5.00
C2	N72°32'41"E	95.00	134.56	104.00	5.00
C3	S68°57'19"E	143.00	205.94	143.00	5.00
C4	S48°17'53"E	129.94	190.50	129.94	5.00
C5	S28°04'51"E	265.89	400.00	265.89	5.00

BLOCK B CURVE DATA

CURVE	BEARING	LENGTH	DELTA	CHORD	PERCENT
C1	S50°57'19"E	129.99	178.70	157.21	5.00
C2	N72°32'41"E	95.00	134.56	104.00	5.00
C3	S68°57'19"E	143.00	205.94	143.00	5.00
C4	S48°17'53"E	129.94	190.50	129.94	5.00
C5	S28°04'51"E	265.89	400.00	265.89	5.00

BLOCK C CURVE DATA

CURVE	BEARING	LENGTH	DELTA	CHORD	PERCENT
C1	S50°57'19"E	129.99	178.70	157.21	5.00
C2	N72°32'41"E	95.00	134.56	104.00	5.00
C3	S68°57'19"E	143.00	205.94	143.00	5.00
C4	S48°17'53"E	129.94	190.50	129.94	5.00
C5	S28°04'51"E	265.89	400.00	265.89	5.00

HIDDEN LAKE ESTATES, SECTION ONE COVENANTS

- 1. The undersigned, B & F Development, Inc. (Developer), on behalf... 2. Front and rear yard building setback lines are hereby established... 3. There are strips of ground as shown on the within plat marked D & U... 4. 'Utility Easements', or 'U.E.'s, are created for the use of all public utility companies... 5. Homeowners Association. Each lot owner shall be required to join the Association... 6. Minimum living space areas. At a minimum, seventy percent (70%) of the homes shall have a minimum of 1,400 square feet of livable space... 7. Exterior Design. All homes shall have a minimum of fifty percent (50%) of the front facade finished with masonry... 8. Yards. All yard dimensions and restrictions shall be in accordance with the Zoning Ordinance... 9. Driveways. All houses and garages shall be provided with hard surface driveways... 10. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes... 11. Health, Safety, and Welfare. All utility systems and methods of sewage disposal shall be in accordance with the regulations... 12. Nuisances. No noise or offensive trade shall be permitted upon any lot in this subdivision... 13. Limitation On Time. All residential construction must be completed within one year after the starting date... 14. Parking Limitations. No boats, campers, trailers of any kind, or other mobile homes, trailers, motorcycles, mopeds, or snowmobiles shall be parked... 15. Storage Tanks. No outdoor fuel storage tanks above or below ground shall be placed in this subdivision... 16. Fencing. Fencing shall be placed across the front lot line... 17. Aesthetics. All improvements submitted shall be placed, installed, provided they are not readily visible from the public street... 18. Mailboxes. The Architectural Review Committee shall require a standardized mailbox for each residence... 19. Architectural Design. No gables, building structure, fence, walls, improvement, exterior alteration or change of original material shall be constructed... 20. Landscaping. All lawns shall be graded and seeded or sodded by the Buyer... 21. Solar Technology. Devices for solar technology must be aesthetically integrated within the primary residence... 22. Construction Methods. No masonry or concrete homes will be constructed in this subdivision... 23. Outbuildings. Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Review Committee... 24. Swimming Pools. Swimming pools must be placed behind the residence... 25. Pools. No in-ground, in-ground, or above ground pools shall be installed... 26. Lot Maintenance. All lots on which construction has not commenced shall be maintained in accordance with the provisions... 27. Basketball Goals. Free standing basketball goals with other backstops may be constructed... 28. In addition to the covenants, limitations and restrictions contained in this plat... 29. Easement of Easements. The right to enforce these covenants by injunction, together with the right to cause the covenants to be enforced... 30. Duration of Covenants. These Covenants are to run with the land and shall bind all successors... 31. Severability. Every one of the Restrictions is hereby deemed to be independent and severable from the other Restrictions... 32. Signatures. The undersigned, B & F Development, Inc. (Developer), on behalf of the County of Hancock, State of Indiana, County and State, personally appeared Steven R. Kelly, President and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto... 33. Notary Public. I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same was presented to me for recording on this day of February, 1998, at 10:30 AM, at the County Office of Hancock County, Indiana.

FILED 319 99

NOTARY PUBLIC Steven R. Kelly

PROJECT: HIDDEN LAKE ESTATES SECTION ONE COVENANTS SHEET TITLE: COVENANTS REVISIONS: SCALE: 1" = 100' DRAWN: B/E/CAD CHECKED: HG FILE: C:\12032\SECT1\COV.DWG

\$ _____
Pages 3

PLAT

Subdivision/ HPR Hidden Lakes Estates
Section 2

Legal Description Pt of NW 1/4 of S10 T15N R5
E in Warren Twp.

Owner R E F Dev. Inc

Cross Reference	DMD/VOID STAMP	<input checked="" type="checkbox"/>
	LAND SURVEYOR	<input checked="" type="checkbox"/>
	TOWNSHIP	<input checked="" type="checkbox"/>
	AUDITOR	<input checked="" type="checkbox"/>
	NOTARY	<input checked="" type="checkbox"/>

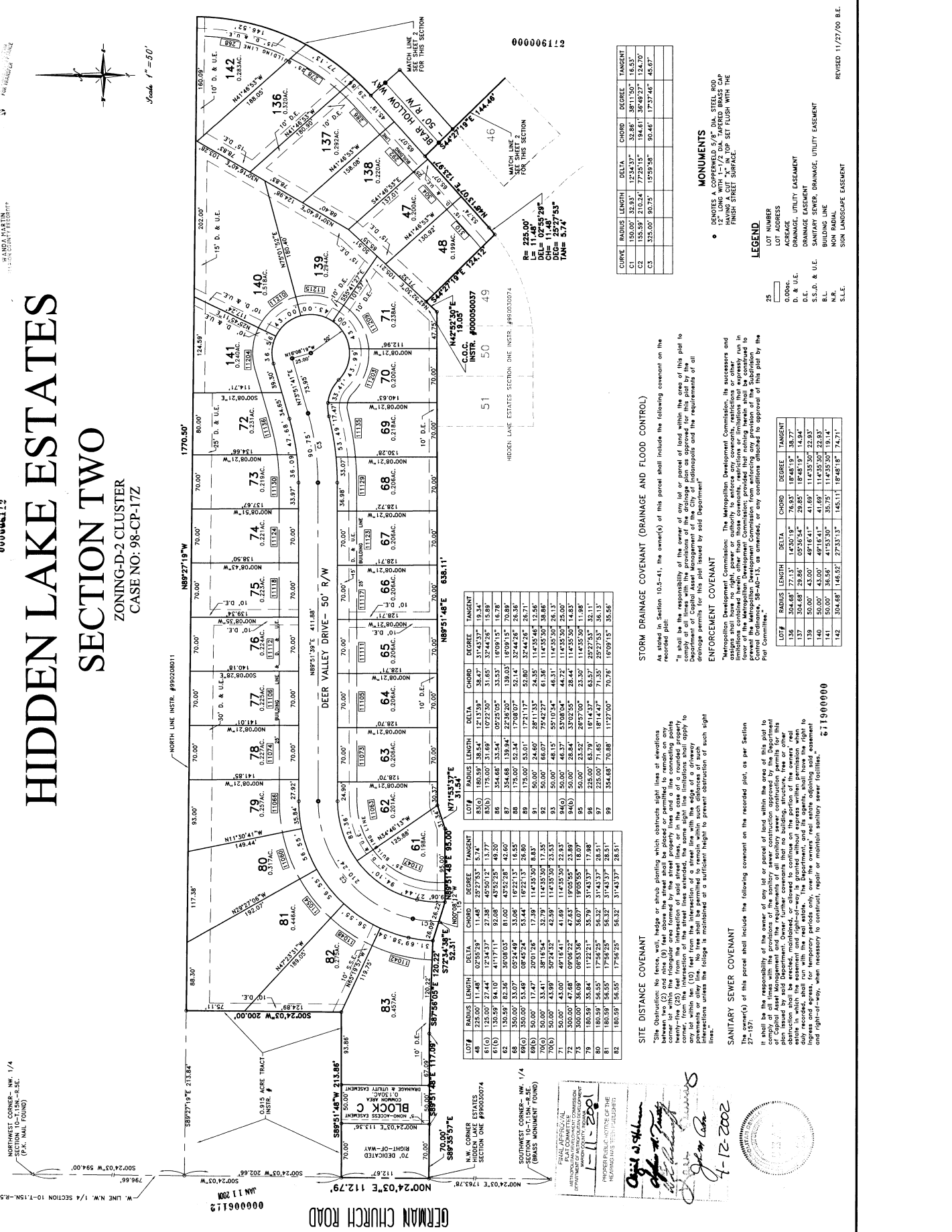
Declaration _____

Other _____

Township Warren Twp

Contact Person Bill Evans

Phone Number 412-4055



LOT #	RADIUS	LENGTH	DELTA	CHORD	DEGREE	TANGENT
62	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
63	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
64	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
65	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
66	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
67	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
68	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
69	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
70	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
71	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
72	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
73	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
74	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
75	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
76	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
77	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
78	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
79	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
80	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
81	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
82	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'
83	125.00'	114.87'	127.53°	114.87'	127.53°	114.87'

STORM DRAINAGE COVENANT (DRAINAGE AND FLOOD CONTROL)
 As stipulated in Section 10.5-41, the owner(s) of this parcel shall include the following covenant on the recorded plat:
 "It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to provide for the drainage of surface water from the lot or parcel and to maintain the same in accordance with the drainage permits for this plat issued by said Department."
ENFORCEMENT COVENANT
 "Metropolitan Development Commission: The Metropolitan Development Commission, its successors and assigns shall have the right, power or authority to enforce any covenants, restrictions or other provisions of this plat. The Metropolitan Development Commission shall be deemed to have accepted the force of the Metropolitan Development Commission; provided that nothing herein shall be construed to limit the authority of the Metropolitan Development Commission to enforce any covenants, restrictions or other provisions of this plat. The Metropolitan Development Commission shall be deemed to have accepted the force of the Metropolitan Development Commission; provided that nothing herein shall be construed to limit the authority of the Metropolitan Development Commission to enforce any covenants, restrictions or other provisions of this plat."

SITE DISTANCE COVENANT
 "Site Distances: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations above the finished ground surface shall be placed on any lot or parcel of land within the area of this plat to the extent that such obstruction would be a hazard to the safe and proper operation of any vehicle on any street, highway or right-of-way. The site distance shall be measured from the intersection of said street lines, or in the case of a rounded property corner lot within ten (10) feet from the intersection of a street line with the edge of a driveway, driveway apron, or driveway extension, to the center of the lot. The site distance shall be measured to the intersection of the lot lines unless the lot is maintained at a sufficient height to prevent obstruction of such sight lines."
SANITARY SEWER COVENANT
 "The owner(s) of this parcel shall include the following covenant on the recorded plat, as per Section 27-159:
 "It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to provide for the sanitary sewer service to the lot or parcel and to maintain the same in accordance with the sanitary sewer construction permits for this lot or parcel issued by said Department. The owner shall be deemed to have accepted the force of the Metropolitan Development Commission; provided that nothing herein shall be construed to limit the authority of the Metropolitan Development Commission to enforce any covenants, restrictions or other provisions of this plat. The Metropolitan Development Commission shall be deemed to have accepted the force of the Metropolitan Development Commission; provided that nothing herein shall be construed to limit the authority of the Metropolitan Development Commission to enforce any covenants, restrictions or other provisions of this plat."

MONUMENTS
 • DENOTES A COPPERWELD 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP AND 1/2" DIA. SET FLUSH WITH THE FINISH STREET SURFACE.

CURVE	RADIUS	LENGTH	DELTA	CHORD	DEGREE	TANGENT
C1	150.00'	150.00'	180.00°	150.00'	180.00°	150.00'
C2	155.59'	210.24'	172.25°	184.81'	184.81°	184.81'
C3	323.00'	90.75'	157.59°	90.46'	173.17°	45.67'

LOT #	RADIUS	LENGTH	DELTA	CHORD	DEGREE	TANGENT
136	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
137	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
138	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
139	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
140	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
141	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'
142	304.68'	72.13'	142.50°	76.93'	187.48°	38.77'

LEGEND
 25 LOT NUMBER
 0.0000+ ACREAGE
 D. & U.E. DRAINAGE UTILITY EASEMENT
 S.C.A. & U.E. SANITARY SEWER, DRAINAGE, UTILITY EASEMENT
 N.R. NON RADIAL
 S.L.E. SIGN LANDSCAPE EASEMENT

671900000
 REVISED 11/27/00 B.E.
 2000-9

APPROVED THIS 3rd day of January, 2000, by the Board of Directors of Gibson Surveying Group, Inc. a corporation organized under the laws of the State of Indiana. Charles A. Gibson, President; David R. Gibson, Vice President; Charles A. Gibson, Secretary; Charles A. Gibson, Treasurer.



Witness my hand and the seal of said office this 3rd day of January, 2000. State of Indiana, County of Marion, City of Greensburg. My Commission Expires: 1-2-03.

Witness my hand and the seal of said office this 3rd day of January, 2000. State of Indiana, County of Marion, City of Greensburg. My Commission Expires: 1-2-03.

Witness my hand and the seal of said office this 3rd day of January, 2000. State of Indiana, County of Marion, City of Greensburg. My Commission Expires: 1-2-03.

Witness my hand and the seal of said office this 3rd day of January, 2000. State of Indiana, County of Marion, City of Greensburg. My Commission Expires: 1-2-03.

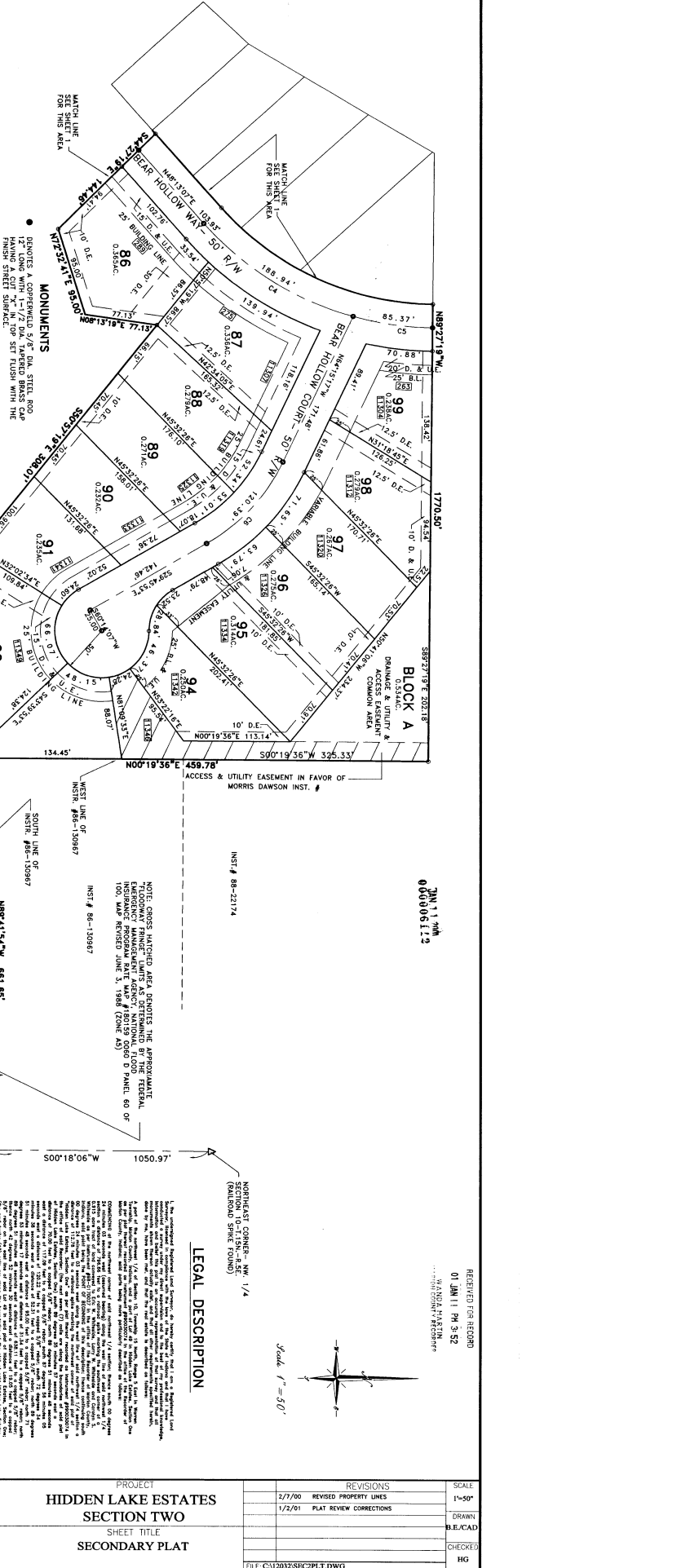
Witness my hand and the seal of said office this 3rd day of January, 2000. State of Indiana, County of Marion, City of Greensburg. My Commission Expires: 1-2-03.

Table with columns: LOT#, RADIIUS, LENGTH, DELTA, CHORD, DEGREE, TANGENT. Lists lot numbers 48 through 99 and their corresponding geometric measurements.

Table with columns: LOT#, RADIIUS, LENGTH, DELTA, CHORD, DEGREE, TANGENT. Lists lot numbers 95 through 99 and their corresponding geometric measurements.

Table with columns: LOT#, RADIIUS, LENGTH, DELTA, CHORD, DEGREE, TANGENT. Lists lot numbers 95 through 99 and their corresponding geometric measurements.

Table with columns: LOT#, RADIIUS, LENGTH, DELTA, CHORD, DEGREE, TANGENT. Lists lot numbers 95 through 99 and their corresponding geometric measurements.



RECEIVED FOR RECORD 01 JAN 11 PM 3:52 WANDA HARTIN... LEGAL DESCRIPTION... PROJECT: HIDDEN LAKE ESTATES SECTION TWO SHEET TITLE: SECONDARY PLAT

JUN 11 2009 6:00:06 PM

HIDDEN LAKE ESTATES, SECTION TWO COVENANTS

RECORDED FOR RECORD 01 JUN 11 PM 5:52 A.M.D. HARRIS...

The undersigned R & T Development, Inc. ("Developer") on Indian...

- 1. All street signs on this plot and not hereinafter described, are hereby dedicated to the City of Indianapolis, Marion County...

- 6. Minimum lot area shall be a minimum of 1,400 square feet of lot area...

- 16. Fencing shall not exceed five (5) feet in height and shall be constructed of wood...

- 26. Lot Maintenance: All lots on which construction has not been completed shall be maintained in a neat and attractive condition...



Notary Public, Indiana. My commission expires 1-3-09

GIBSON SURVEYING GROUP LAND SURVEYORS & PLANNERS Serving Central Indiana Since 1981

PROJECT: HIDDEN LAKE ESTATES SECTION TWO SHEET TITLE: COVENANTS

\$ _____

Pages 2

PLAT

Subdivision/ HPR Hidden Lake Estate Sec. 3

Legal Description Northwest 1/4 of Sec. 10, Township
15 North, Range 5 East

Owner R & F Development Inc.

Cross Reference DMD/VOID STAMP

LAND SURVEYOR

TOWNSHIP

AUDITOR

NOTARY

Declaration _____

Other _____

Township Warren

Contact Person Bill Evans

Phone Number 4602-4055

GERMAN CHURCH ROAD

HIDDEN LAKE ESTATES SECTION TWO INSTR. NO. 000006112

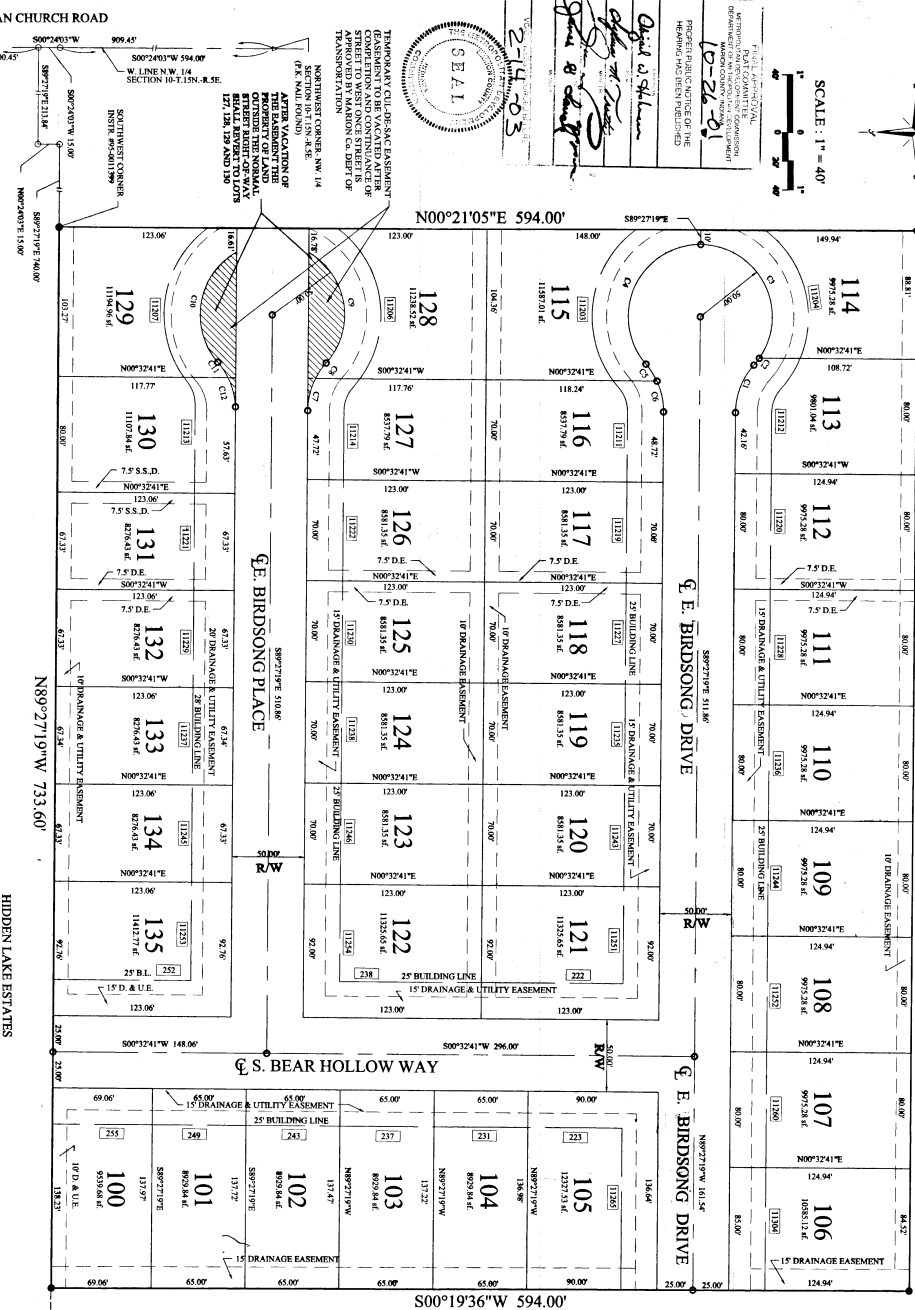
LOT CURVE DATA

HIDDEN LAKE ESTATES SECTION TWO INSTR. NO. 000006112

MONUMENTS

STATE OF INDIANA COUNTY OF MADISON

PROJECT HIDDEN LAKE ESTATES SECTION THREE SHEET TITLE SECONDARY PLAT SEC. 10- T15N-R5E



LEGAL DESCRIPTION, SANITARY SEWER COVENANT, STORM DRAINAGE COVENANT, ENFORCEMENT COVENANT, and SITE DISTANCE COVENANT.

RECEIVED FOR RECORD, HIDDEN LAKE ESTATES SECTION THREE ZONING: D-2 CLUSTER CASE NO. 98-CP-17Z, MATTHEW A. PROWSE, 393624.0728, and various tables for REVISIONS, ADDRESSES, and SHEET INFO.

LEGEND, MONUMENTS, and various symbols and notes for easements and boundaries.

Professional seals and signatures for land surveyors and planners.

HIDDEN LAKE ESTATES, SECTION THREE COVENANTS

- 1. The underground R & P Development, Inc. ("Declarant"), an Indiana corporation... 2. From and over and building setback lines are hereby established... 3. There are strips of ground as shown on the within plat marked "D & U"... 4. "Utility Easements" or "U.E.'s" are created for the use of all public utility companies... 5. "Challenging Easements" or "C.E.'s" are created to provide... 6. "Drainage Easements" or "D.E.'s" are created for the use of all... 7. "Setback Easements" or "S.E.'s" are created for the use of all... 8. "Health Easements" or "H.E.'s" are created for the use of all... 9. "Packaging Easements" or "P.E.'s" are created for the use of all... 10. "Residential Use Only" All lots in this subdivision shall be... 11. "Health Easements" or "H.E.'s" are created for the use of all... 12. "Wastewater" No septic or other waste shall be permitted... 13. "Packaging Easements" or "P.E.'s" are created for the use of all... 14. "Packaging Easements" or "P.E.'s" are created for the use of all... 15. "Storage" No materials and equipment shall be stored above or below... 16. "Fencing" Fencing shall not exceed six (6) feet in height... 17. "Admittance" All communications systems shall be placed... 18. "Mailboxes" The Architectural Review Committee shall require... 19. "Architectural Design" No building, building structure, fence, utility... 20. "Landscaping" All trees shall be planted and cared for... 21. "Site/Technology" Design for solar technology must be... 22. "Construction Methods" No modular or concrete houses will be... 23. "Outbuildings" Outbuildings or accessory buildings shall be... 24. "Swimming Pools" Swimming pools must be placed behind the... 25. "Signs" No signs, hand signs, or anything of any kind shall be... 26. "Lot Maintenance" All lots on which construction has not... 27. "Basketball Goals" Free standing basketball goals with clear... 28. "In addition to the covenants, restrictions and restrictions contained... 29. "The Metropolitan Development Commission, its successors and... 30. "Declarations of Covenants" These Covenants are to run with the... 31. "Sexuality" Every one of the Restrictions is hereby... 32. "Restrictions" These Covenants are to run with the...

APPROVED THIS 23rd DAY OF OCTOBER 2007 BY THE BOARD OF DIRECTORS OF HIDDEN LAKE ESTATES, SECTION THREE, INC. A CORPORATION OF THE STATE OF INDIANA. K. R. FLETCHER, President; K. S. SIEGEL, Secretary; K. S. SIEGEL, Treasurer; K. S. SIEGEL, Secretary; K. S. SIEGEL, Secretary.

GIBSON SURVEYING GROUP LAND SURVEYORS & PLANNERS. 1133 West Main Street, Suite E - Greenfield, Indiana 46140 - Phone 462-4055. PROJECT: HIDDEN LAKE ESTATES SECTION THREE COVENANTS. SHEET TITLE: COVENANTS. SHEET NO: 2. DATE: 3/27/07. SCALE: 1" = 100'. DRAWN: MK/CAD. CHECKED: CDI. FILE: 16-HIDDEN18-COV1.DWG.



CROSS REFERENCE

Hidden Lake Estates, Plat, Section 1, Instrument # 1999-30074
Hidden Lake Estates, Plat, Section 2, Instrument # 2001-6112
Hidden Lake Estates, Plat, Section 3, Instrument # 2001-191412
Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument # 1999-30169

FIRST
AMENDMENT
to the
CODE OF BY-LAWS
for
HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 3 day of November, 2005, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Hidden Lake Estates was established upon the recording of certain Plats with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

WHEREAS, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

WHEREAS, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates development, each owner will become a mandatory member of the Hidden Lake Estates Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Plat Covenants as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1999; and

WHEREAS, the Association's Board of Directors adopted a Code of Bylaws for the Association and the homeowners within the various Sections of Hidden Lake Estates, said Bylaws being dated February 5, 1999, and recorded on February 5, 1999, as Instrument #1999-0030169, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Articles of Incorporation, Article X, Section 3, states that the power to make, alter, amend or repeal the Bylaws of the corporation, without the assent or vote of the of the members, shall be vested in the Board of Directors of the Corporation; and

WHEREAS, the Code of Bylaws, Article VII, Section 7.01, states that amendments to the Bylaws may only be made with the approval of not less than sixty-six and two-thirds percent (66 2/3 %) of the Lot Owners voting in person or by proxy at a duly constituted meeting called for such purpose, a requirement that is inconsistent with the Articles of Incorporation that established the corporation Hidden Lake Estates Homeowners Association, Inc.; and

WHEREAS, pursuant to Indiana Code 23-17-3-8(b) and the Articles of Incorporation, Article II, Section 3(c), any Bylaws adopted by the Corporation or the Board of Directors shall be not be inconsistent with, or contradictory to, the Articles of Incorporation and/or Indiana law; and

WHEREAS, pursuant to the Articles of Incorporation, Article II, Section 3(c); Article X, Section 3; and the Indiana Code 23-17-3-8(b), the Board of Directors desires to make the following amendment to Article VII, Section 7.01, of the current Bylaws so that it reads and is consistent with Article X, Section 3, of the Articles of Incorporation and the requirements as set forth therein; and

WHEREAS, in addition to the above amendment to the Bylaws, the Board further desires to make an amendment to Article II, Section 2.02, of the current Bylaws pursuant to its authority as set forth in the paragraphs above; and

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article II, Section 2.03, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article II, Section 2.05(e), of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article II, Section 2.05(f)(iv), of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article III, Section 3.01, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article III, Section 3.04, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article V, Section 5.03(a), of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article V, Section 5.08, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article V, Section 5.09, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article VI, Section 6.01, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article VI, Section 6.02(b)(i), of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article VI, Section 6.02(c), of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article VI, Section 6.03, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to make an amendment to Article VI, Section 6.04, of the current Bylaws pursuant to its authority as set forth in the paragraphs above;

WHEREAS, in addition to the above amendments to the Bylaws, the Board further desires to amend the Bylaws by adding a new provision to Article VI, hereby designated as Article VI, Section 6.07, pursuant to its authority as set forth in the paragraphs above;

WHEREFORE, the following First Amendment to the Code of Bylaws for Hidden Lake Estates Homeowners Association, Inc. is hereby approved and adopted by the undersigned Board of Directors of the Hidden Lake Estates Homeowners Association, Inc. All current Bylaw provisions not effected by these amendments are deemed and desired to remain in full force and effect.

Article II, Section 2.02 is hereby amended to read as follows:

ARTICLE II

Section 2.02 Annual Meeting: The annual meeting of the Members shall be held in the month of October of each year, or in any other month as determined by the Board, so long as the annual meeting is held within 6 months of the close of the fiscal year or within 15 months of the previous annual meeting, whichever is earlier. The specific date, time and place of the annual meeting is 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 By-Laws and transact such other business as may properly come before the meeting.

Article II, Section 2.03 is hereby amended to read as follows:

ARTICLE II

Section 2.03 Special Meetings: A Special Meeting of the Lot Owners may be called by the President, by request of two (2) Directors, or upon written request of not less than ten percent (10%) of the Lot Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Lot Owners are present.

Article II, Section 2.05(e) is hereby amended to read as follows:

ARTICLE II

Section 2.05(e) Quorum: 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. A simple majority of those voting shall constitute an action passed.

Article II, Section 2.05(f)(iv) is hereby amended to read as follows:

ARTICLE II

Section 2.05(f)(iv) Election of Board of Directors: 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; or, nominations may be accepted from the floor at the annual meeting prior to voting on any open Directorship position. Voting on each position for the Board of Directors shall be by paper ballot containing the signature and address of the Owner casting said ballot, unless written balloting is waived by proper motion and a majority approval of those Owners in attendance at the Annual Meeting. Each Owner may cast the total number of votes to which he is entitled to

cast for as many nominees as are to be elected; however, under no circumstances shall cumulative voting be allowed. Those persons receiving the highest number of votes shall be elected. If the elected Directorship positions carry differing terms, then the longest termed position shall be filled by the highest vote recipient, and each additional position shall be filled from the next highest vote recipient to the lowest vote recipient.

Article III, Section 3.01 is hereby amended to read as follows:

ARTICLE III

Section 3.01 Number and Duties: 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. No person shall be eligible to serve as a Director unless he is a Lot Owner. Also, any Lot Owner who is thirty (30) days or more in arrears in paying his annual or special assessments or is not in compliance with any covenant or commitment affecting the properties within the Hidden Lake Estates development will not be eligible to serve or continue to serve as a Director.

Article III, Section 3.04 is hereby amended to read as follows:

ARTICLE III

Section 3.04 Term of Office and Vacancy: The Board of Directors shall be elected at each annual meeting of the Association. At each annual meeting, Each Director shall be elected to a term of one (1) year or until his successor shall have been duly elected and qualified. Any vacancy or vacancies occurring on the Board of Directors caused by a death, resignation or otherwise, shall be filled until the next annual meeting of the members by a majority vote of the remaining members of the Board or by a vote of the Lot Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Article V, Section 5.03(a) is hereby amended to read as follows:

ARTICLE V

Section 5.03 Annual and Special Assessments:

(a) An Annual Assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. Each Owner shall pay the Annual Assessment in a single installment, unless otherwise approved by the Board, said Annual Assessment being due and payable in advance on the 1st day of January, or on a date or in a manner as set forth by the Board of Directors. The amount of the aggregate Annual Assessments shall be equal to the total amount of expenses provided for in the Annual Budget, including reserve items.

Article V, Section 5.08 is hereby amended to read as follows:

ARTICLE V

Section 5.08 Commencement of Assessments: The amount and due date of the Annual Assessment provided for herein shall be set by the Board of Directors and made by each Owner for each fiscal year of the Association. If the amount or due date of the Annual Assessment has not been set by the first day of the fiscal year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the assessments shall be based on the prior year's assessments until the Annual Budget and Annual Assessment for such fiscal year is approved. The first payment of the Annual Assessment payable after the Annual Budget is approved shall be adjusted to compensate for any prior payments which were too high or too low. Each Lot shall be subject to the Annual Assessment. No Lot Owner shall be liable for payment of the Annual Assessment until a home on the Lot is substantially completed. At the time of the first conveyance of a home from the builder/developer to the first Purchaser, the Purchaser shall pay a pro-rated assessment for the balance of the year in which the Lot is conveyed. For the purpose of this section, the term "substantially completed" means habitable, as determined by the local municipality or state entities responsible for such determination.

The Purchaser of each Lot shall be responsible to notify the Association of his acquisition of the Lot and to give to the Association his name and address for mailing purposes and satisfactory evidence of his ownership, if required. The Purchaser shall also be responsible for notifying the Association of any change in his correct mailing address should the Purchaser's mailing address change subsequent to his purchase of the home or his last notification to the Association.

Article V, Section 5.09 is hereby amended to read as follows:

ARTICLE V

Section 5.09 Delinquent Assessments: Any payment of an assessment which is not paid within fourteen (14) days of the date due shall automatically be subject to a minimum reasonable late charge of Twenty-five Dollars (\$25.00). The Board of Directors shall have the right to change the amount of the reasonable late charge, the time period before such charge is imposed, the frequency of the charge (i.e. daily, bi-weekly, monthly, etc.), and to make any other provision regarding late charges and/or for imposing interest on late payments it deems necessary or prudent. The Association may, at its option, bring suit to recover a money judgment for any unpaid assessments without foreclosing or waiving the lien securing the same. The Association also has the right to foreclose its lien against the Owner's Lot; or it may assert both rights and/or any other remedy available to it in law or equity. In any action to recover an unpaid Annual or Special Assessment, whether by money judgment, foreclosure, or otherwise, the Association shall be entitled to recover from the Owner of the respective residence or Lot its costs and expenses of such action, including but not limited to reasonable attorney fees, and interest from the date such assessment became due until paid.

Article VI, Section 6.01 is hereby amended to read as follows:

ARTICLE VI

Section 6.01 Creation: There shall be, and hereby is, created and established a sub-committee of the Board of Directors of the Association called the Architectural Control Committee to perform the functions provided for herein. After the Applicable date, a committee of three (3) homeowners appointed by the Board shall serve at the Board's discretion. The Board may chose, in its sole discretion, to fulfill the role and/or duties of the Architectural Control Committee in addition to its regular Board duties and functions. The Board has the authority, in its sole discretion, to remove any member of the Architectural Control Committee with or without cause and replace that member with another resident member or a member of the Board of Directors.

Article VI, Section 6.02(b)(i) is hereby amended to read as follows:

ARTICLE VI

Section 6.02 Purposes and Powers of Committee:

(b) Power of Disapproval.

- (i) The plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or any subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana;

Article VI, Section 6.02(c) is hereby amended to read as follows:

ARTICLE VI

Section 6.02 Purposes and Powers of Committee:

- (c) **Rules and Regulations.** The Committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such Rules and Regulations may set forth additional requirements to those set forth in these Bylaws and the subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with said documents.
 - (i) To adopt a new rule, regulation or guideline, or an amendment to an existing rule, regulation or guideline, pursuant to this section, the Committee must approve the rule, regulation or guideline by

a unanimous vote. The rule, regulation or guideline must then be approved by a majority of the Board. If members of the Board of the Association comprise the total membership of the Committee, then any new rule, regulation or guideline, or amendment thereto, must be approved by a unanimous vote of the Board.

- (ii) A rule, regulation or guideline adopted by the Committee shall not become valid until it is recorded in the Office of the Marion County Recorder. A copy of the recorded rule, regulation or guideline must be mailed to each Owner in Hidden Lake Estates via first class US Mail. No rule, regulation or guideline may be made retroactive in regard to any act, improvement, or construction that occurred prior to the date the rule, regulation or guideline is recorded.
- (iii) A rule, regulation or guideline adopted by the Committee may be amended or repealed by the membership at a special meeting of the membership called pursuant to Article II, Section 2.03 of these Bylaws. At the special meeting, the rule, regulation or guideline may be amended or repealed by an affirmative vote of 67% of those Owners in attendance, in person or by proxy, at the special meeting where quorum is present.
- (iv) Any rule, regulation or guideline adopted pursuant to this Bylaw has the same force and effect as any provision in the Declaration of Covenants, plat, or other Hidden Lake Estates governing document.
- (v) Any act, improvement or construction that occurred prior to the date a rule, regulation or guideline is recorded shall not serve as a waiver, acquiescence, or other defense to any act, improvement, construction or other violation of a rule, regulation or guideline after it is properly recorded or to the enforcement of the rule, regulation or guideline.
- (vi) The Committee or Board shall have the right to enforce any rule, regulation or guideline adopted pursuant to this Bylaw by injunction, together with the right to cause the removal, by due process of law, any structure, improvement or modification to any of the Lots within Hidden Lake Estates erected without the approval of the Committee or in contravention of any rule, regulation or guideline adopted by the Committee. The cost of enforcement of any rule, regulation or guideline, including any reasonable attorney fees and other expenses incurred by the Committee or Board, shall be charged to the Owner in violation of the rule, regulation or guideline, and shall be collectible in the same manner as any assessments set forth in the Bylaws.

Article VI, Section 6.03 is hereby amended to read as follows:

ARTICLE VI

Section 6.03 Duties of Committee: The Committee shall approve or disapprove in writing any proposed repainting, construction or improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material 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 for such disapproval. If the Committee fails to issue a written ruling of its decision on any architectural request within thirty (30) days, then the request is automatically deemed denied. The Owner can re-submit the request to the Committee or file a written appeal to the Board, if applicable, pursuant to Section 6.07. Under no circumstance does any member of the Board or Committee have the authority to grant or approve any architectural request verbally or without the proper written approval of the Board or Committee.

Article VI, Section 6.04 is hereby amended to read as follows:

ARTICLE VI

Section 6.04 Liability of Committee and Association: The Committee, Developer, and/or the Association, or any agent of any of the foregoing, shall not be responsible in any way for any defects in the plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. If the Committee approves an architectural request, and that request is later reviewed by the Board pursuant to Section 6.07 and it is determined that the Committee's approval was granted in violation of the covenants, rules or regulations of the Hidden Lake Estates subdivision, or for any other reason was granted in error, then within seven (7) days of the Board's review determination that the Committee's approval was granted in error the Association shall notify in writing the Owner who submitted the architectural request that the Board is withdrawing the Committee's prior approval of the architectural request or plan. If the Owner has begun or completed the project prior to the Board notifying the Owner of their decision to withdraw the Committee's approval of the plan, then the Owner shall be entitled to reimbursement from the Association for any cost or expense incurred prior to or as of the date the Owner is notified by the Board of its decision to withdraw the Committee's approval related to the removal or replacement of the project to its original state prior to the approval. However, under no circumstance shall the Association be obligated or required to reimburse any Owner for any expenses incurred by the Owner after the Board has notified the Owner of its withdrawal of the Committee's approval, or for any attorney fees, court costs, or other expenses, except materials and labor expenses affiliated with the removal or replacement of the project, associated with any litigation regarding an architectural review matter under this Article.

Article VI, Section 6.07 is hereby added to the Bylaws and reads as follows:

ARTICLE VI

Section 6.07 Appeal to Board of Directors: In the event Hidden Lake Estates has an Architectural Control Committee (Committee) that has been appointed by the Board of Directors and is independent from and does not consist solely of members who are also members of the Board of Directors, any Owner that has submitted an architectural request to the Committee, and that request has been denied by the Committee, shall have the right to appeal the decision of the Committee in writing to the Board of Directors of the Association within thirty (30) days of the date the Committee issued its denial of the request. In addition, the Board, upon written petition by any Owner or Director, may review any architectural decision issued by the Committee within sixty (60) days of the Committee issuing its written decision regarding a submitted architectural request. Upon receipt of an appeal or review request, the Board shall hold a closed hearing on the matter within thirty (30) days of receiving the appeal or review request. Within thirty (30) days of conducting this hearing, the Board shall issue a written finding either upholding the decision of the Committee, amending the decision of the Committee, or reversing the decision of the Committee, and provide a copy of the Board's decision to the Owner who submitted the architectural request, and, in the case of a review request, the Owner who petitioned the Board for review of an architectural approval, via US Mail or Email. In the case of a disapproved architectural plan appeal, if the Board fails to set a hearing or issue a written decision on an appeal within the specified time period, then the decision of the Committee shall automatically be reversed and approval of the project shall be deemed granted. In the case of a petition for review of a granted architectural project, if the Board fails to set a hearing or issue a written decision on the petition for review within the specified time period, then the decision of the Committee shall be automatically upheld.

Article VII, Section 7.01, is hereby amended to read as follows:

ARTICLE VII

AMENDMENT TO THE BYLAWS

Section 7.01 The power to make, alter, amend or repeal the Code of by-Laws and the rules and regulations and for the conduct of the affairs of the Corporation, including the power to elect officers of the Corporation, shall be vested in the Board of Directors of the Corporation; provided, however, that no acts of the Board of Directors shall be inconsistent with or contradictory to these Articles of Incorporation, the Declaration or any provision of law.

The following duly elected Directors of the Hidden Lake Estates Homeowners Association, Inc. constituting a majority of the Board of Directors, do hereby vote in favor of the foregoing amendments to the Bylaws of the corporate entity, Hidden Lake Estates Homeowners Association, Inc.

Randy Hausz
Signature

11-3-05
Date

Randy Hausz
Printed Name of Director

Robert D Howell
Signature

11/3/05
Date

ROBERT D HOWELL
Printed Name of Director

Darrell E Morris
Signature

11-3-05
Date

DARRELL E. MORRIS
Printed Name of Director

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this First Amendment to the Code of Bylaws for Hidden Lake Estates Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 3 day of November, 2005.

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

by: Randy Hausz
Randy Hausz
President, Hidden Lake Estates Homeowners Association, Inc.

ATTEST:

Darrell E. Morris
DARRELL E. MORRIS
Secretary, Hidden Lake Estates Homeowners Association, Inc.

STATE OF INDIANA)
COUNTY OF Johnson)

Before me a Notary Public in and for said County and State, personally appeared Randy Hausz and Darrell E. Morris, the President and Secretary, respectively, of Hidden Lake Estates Homeowners Association, Inc., who acknowledged execution of the foregoing First Amendment to the Code of Bylaws for Hidden Lake Estates Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 3 day of November, 2005.



Scott A. Tanner
Notary of Public - Signature
Scott A. Tanner
Printed

My Commission Expires:

Residence County: _____

This instrument prepared by, and should be returned to:

Scott A. Tanner, TANNER LAW GROUP, 435 E. Main Street, Suite M-1, Greenwood, IN 46143



CROSS REFERENCE

Hidden Lake Estates, Plat, Section 1, Instrument # 1999-30074
Hidden Lake Estates, Plat, Section 2, Instrument # 2001-6112
Hidden Lake Estates, Plat, Section 3, Instrument # 2001-191412
Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument #1999-30169
Hidden Lake Estates Homeowners Assoc., Inc., First Amend. to Bylaws, Instrument #2005-201066

SECOND
AMENDMENT
to the
CODE OF BY-LAWS
for
HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 12 day of October, 2006, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Hidden Lake Estates was established upon the recording of certain Plats with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

WHEREAS, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

WHEREAS, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates development, each owner will become a mandatory member of the Hidden Lake Estates Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Plat Covenants as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1999, and amended pursuant to Articles of Amendment on October 6, 2006; and

WHEREAS, the Association's Board of Directors adopted a Code of Bylaws for the Association and the homeowners within the various Sections of Hidden Lake Estates, said Bylaws being dated February 5, 1999, and recorded on February 5, 1999, as Instrument #1999-0030169, in the Office of the Recorder of Marion County, Indiana, and amended pursuant to the First Amendment to the Code of Bylaws dated November 3, 2005, and recorded on December 6, 2005, as Instrument #2005-201066; and

WHEREAS, the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, states that the power to make, alter, amend or repeal the Bylaws of the corporation, without the assent or vote of the of the members, shall be vested in the Board of Directors of the Corporation; and

WHEREAS, pursuant to the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, the Board of Directors desires to make the following amendments to the current Bylaws; and

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

Article I, Section 1.04, is hereby added to the Bylaws, and reads as follows:

ARTICLE I

Section 1.04. Rights, Preferences, Limitations and Restrictions of Members. Each member of the Corporation agrees to abide by the Bylaws of the Corporation and all other rules and regulations adopted by the Board of Directors. The Board has the authority to suspend the voting rights and right to use the Common Areas and/or recreational facilities of any Member during any period in which the Member is delinquent in paying any assessment levied by the Corporation. Such Member's rights may also be suspended after written notice and hearing before the Board for infractions of the Plat Covenants or adopted rules and regulations of the Corporation.

Article II, Section 2.05(g), is hereby added to the Bylaws, and reads as follows:

ARTICLE II

Section 2.05. Voting

(g) **Voting Rights.** Every Member shall have the right at every meeting of the Members to cast the number of votes for his membership as set forth in the Bylaws unless the Member's right to vote has been suspended as set forth in Article I, Section 1.04, of the Bylaws.

Article III; Section 3.01; of the Bylaws shall be deleted in its entirety and replaced with the following:

ARTICLE III

Section 3.01. Number of Directors. The business, property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to such restrictions, if any, as may be imposed by the Declaration, the Articles, these By-Laws, or the Act, the Board of Directors may, and are fully authorized to do all such lawful acts and things as may be done by the Corporation. The Board of Directors shall consist of three (3) Directors, but that number may be increased to nine (9), and may be decreased to, but shall not be less than three (3). The exact number of Directors may be increased or decreased from time to time by resolution of the Board of Directors.

Article III, Section 3.02, of the Bylaws shall be deleted in its entirety and replaced with the following:

ARTICLE III

Section 3.02. Qualifications of Directors. No person shall be eligible to serve as a Director unless he or she is an Owner of a Lot in Hidden Lake Estates. In order for a Member to be eligible to be a Director, such Member must be current and maintain all annual and special assessments imposed by the Corporation and comply with the requirements of the Plat Covenants of Hidden Lake Estates, the Articles, Bylaws and all properly adopted rules and regulations of the Association.

Article III, Section 3.03, of the Bylaws shall be deleted in its entirety and replaced with the following:

ARTICLE III

Section 3.03 Term of Office. Election to the Board of Directors shall be by written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions provided in the Articles of Incorporation, the Declaration of Covenants, or the By-Laws of the Corporation. The persons receiving the largest

number of votes shall be elected. Cumulative voting is not permitted. If no quorum is present at the Annual Meeting where directors are to be elected, then the Board shall appoint persons to fill those open or vacant director positions pursuant to the provisions set forth in Article III, Section 3.04, of these Bylaws.

At the election of directors at the 2006 Annual Meeting, one (1) director shall be elected to serve a one (1) year term of office, one (1) director shall be elected to serve a two (2) year term of office, and one (1) director shall be elected to serve a three (3) year term of office. At all annual directorship elections held after 2006, 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. A Director may serve any number of consecutive terms.

Article III, Section 3.04, of the Bylaws shall be deleted in its entirety and replaced with the following:

ARTICLE III

Section 3.04 Vacancies on the Board of Directors. Any vacancy that shall occur on the Board of Directors due to the death, resignation, increase or decrease in the number of directors on the Board, or otherwise, shall be filled by a majority vote of the remaining Directors, except in the case of a vacancy created by a Director removed from the Board by the Members pursuant to Article III, Section 3.05, of these Bylaws, which shall be filled by the Members. The Director so appointed to fill the vacancy shall serve the unexpired portion of the term of the Director whom he/she is replacing on the Board.

Article III, Section 3.05, of the Bylaws shall be deleted in its entirety and replaced with the following:

ARTICLE III

Section 3.05 Removal of Directors. 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 may also be removed by a majority vote of the remaining Directors if he or she fails to attend three (3) or more consecutive meetings of the Board of Directors or becomes ineligible to serve on the Board pursuant to the qualifications set forth in Article III, Section 3.02, of these Bylaws. If a Director is removed at a meeting of the Members, then the Members shall select at the same meeting a replacement to fill the remaining term of the removed Director.

Article III, Section 3.16, is hereby added to the Bylaws, and reads as follows:

ARTICLE III

Section 3.16 Assistants and Management Agents. The Board of Directors may appoint assistants to aid the Board and its officers in carrying out their duties. The Board may also engage a management agent to assist the Board in carrying out its duties. An assistant or management agent appointed or hired by the Board may exercise such powers and perform such other duties as may from time to time be assigned to them by the Board. An assistant may be removed at any time with or without cause by the Board, and any contract with a management agent must be terminable upon no more than sixty (60) days written notice from the Board.

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The undersigned hereby certifies that this Second Amendment to the Bylaws of the Hidden Lake Estates Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association pursuant to the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, for Hidden Lake Estates Homeowners Association, Inc.

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

Bandy Hausz
President

10-12-06
Date

Bandy Hausz
Printed Name of Director

ATTEST:

Darrell E. Morris
Secretary

10-12-06
Date

DARRELL E. MORRIS
Printed Name of Director

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Scott A. Tanner

This document drafted by and, upon recording, should be returned to:

Scott A. Tanner
TANNER LAW GROUP
6745 Gray Road, Ste H
Indianapolis, IN 46237



CROSS REFERENCE

Hidden Lake Estates, Plat, Section 1, Instrument # 1999-30074

Hidden Lake Estates, Plat, Section 2, Instrument # 2001-6112

Hidden Lake Estates, Plat, Section 3, Instrument # 2001-191412

Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument # 1999-30169

Hidden Lake Estates Homeowners Assoc., Inc., First Amend. to Bylaws, Instrument # 2005-201066

SECOND
AMENDMENT
 to the
CODE OF BY-LAWS
 for

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this 1 day of March, 2008, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Hidden Lake Estates was established upon the recording of certain Plats with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

WHEREAS, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

WHEREAS, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

WHEREAS, the foregoing Plats contain Covenants that run with the land and which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates development, each owner will become a mandatory member of the Hidden Lake Estates Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Plat Covenants as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1999, and amended pursuant to Articles of Amendment on October 6, 2006; and

WHEREAS, the Association's Board of Directors adopted a Code of Bylaws for the Association and the homeowners within the various Sections of Hidden Lake Estates, said Bylaws being dated February 5, 1999, and recorded on February 5, 1999, as Instrument #1999-0030169, in the Office of the Recorder of Marion County, Indiana, and amended pursuant to the First Amendment to the Code of Bylaws dated November 3, 2005, and recorded on December 6, 2005, as Instrument #2005-201066; and

WHEREAS, the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, states that the power to make, alter, amend or repeal the Bylaws of the corporation, without the assent or vote of the of the members, shall be vested in the Board of Directors of the Corporation; and

WHEREAS, pursuant to the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, the Board of Directors desires to make the following amendments to the current Bylaws; and

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

Article I, Section 1.04, is hereby added to the Bylaws, and reads as follows:

ARTICLE I

Section 1.04. Rights, Preferences, Limitations and Restrictions of Members. Each member of the Corporation agrees to abide by the Bylaws of the Corporation and all other rules and regulations adopted by the Board of Directors.

The Board has the authority to suspend the voting rights and right to use the Common Areas and/or recreational facilities of any Member during any period in which the Member is delinquent in paying any assessment levied by the Corporation or other amount owed to the Association. For purposes of this provision, "payment" shall mean payment of the full assessment amount due, plus any collection fees, interest, late fees, attorney fees and court costs that are due and owing to the Association for any reason pursuant to the provisions of the Declaration(s) or these Bylaws. Hence, if any Owner arranges payment of an assessment through a payment option offered by the

Association, then that Owner's voting rights shall be compromised as set forth under this provision so long as that owner's account remains delinquent. 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 payment are actually received by the Association.

A Member's rights may also be suspended after written notice and hearing before the Board for infractions of the Plat Covenants or other adopted rules and regulations of the Corporation.

Article II, Section 2.05(g), is hereby added to the Bylaws, and reads as follows:

ARTICLE II

Section 2.05. Voting

(g) Voting Rights. Every Member shall have the right at every meeting of the Members to cast the number of votes for his membership as set forth in the Bylaws unless the Member's right to vote has been suspended as set forth in Article I, Section 1.04, of the Bylaws.

Article III, Section 3.01, of the Bylaws is hereby amended to read as follows:

ARTICLE III

Section 3.01. Number of Directors. The business, property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to such restrictions, if any, as may be imposed by the Declaration, the Articles, these By-Laws, or the Act, the Board of Directors may, and are fully authorized to do all such lawful acts and things as may be done by the Corporation. The Board of Directors shall consist of three (3) Directors, but that number may be increased to nine (9), and may be decreased to, but shall not be less than three (3). The exact number of Directors may be increased or decreased from time to time by resolution of the Board of Directors.

Article III, Section 3.02, of the Bylaws is hereby amended to read as follows:

ARTICLE III

Section 3.02. Qualifications of Directors. To be eligible for Board membership, a Director must be an Owner in the Hidden Lake Estates development, maintain their primary place of residence in the Hidden Lake Estates community, and not have their membership rights in the Corporation suspended for any reason as set forth in Plat Covenants, these Bylaws, or any adopted rule or regulation. In addition, and in a display of honesty and integrity to the members of the Hidden Lake Estates community, all persons elected to serve as a Director shall be required to 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 or appointed 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.

Article III, Section 3.03, of the Bylaws is hereby amended to read as follows:

ARTICLE III

Section 3.03 Term of Office. Election to the Board of Directors shall be by written ballot. However, written balloting may be waived by proper motion and a majority approval of those Owners in attendance at the Annual Meeting, but only in circumstances where the number of nominees for open Board positions does not exceed the number of actual open Board positions (i.e. 2 nominees for 2 open positions). At the election of directors, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions provided in the Articles of Incorporation, the Declaration of Covenants, or the Bylaws of the Corporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If no quorum is present at the Annual Meeting where directors are to be elected, then the Board shall appoint persons to fill those open or vacant director positions pursuant to the provisions set forth in Article III, Section 3.04, of these Bylaws.

At the election of directors at the 2006 Annual Meeting, one (1) director shall be elected to serve a one (1) year term of office, one (1) director shall be elected to serve a two (2) year term of office, and one (1) director shall be elected to serve a three (3) year term of office. At all annual directorship elections held after 2006, 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. A Director may serve any number of consecutive terms.

Article III, Section 3.04, of the Bylaws is hereby amended to read as follows:

ARTICLE III

Section 3.04 Vacancies on the Board of Directors. Any vacancy that shall occur on the Board of Directors due to the death, resignation, increase or decrease in the number of directors on the Board, or otherwise, shall be filled by a majority vote of the remaining Directors, except in the case of a vacancy created by a Director removed from the Board by the Members pursuant to Article III, Section 3.05, of these Bylaws, which shall be filled by the Members. The Director so appointed to fill the vacancy shall serve the unexpired portion of the term of the Director whom he/she is replacing on the Board.

Article III, Section 3.05, of the Bylaws is hereby amended to read as follows:

ARTICLE III

Section 3.05 Removal of Directors. 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 may also be removed with

cause by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, “with cause” includes, but is not limited to, acts of fraud, theft, deception, criminal behavior, breach or disclosure of confidential Board information or discussions to person(s) not on the Board, failure to conform or follow the Director’s Statement of Conduct, or any other unauthorized acts which hinder, bypass or compromise the authority of the Board to act as a whole. A Director may also be removed by a two-thirds (2/3) vote of the remaining Directors if he or she fails to attend three (3) or more consecutive meetings of the Board of Directors, or becomes ineligible to serve on the Board for any reason set forth in these Bylaws. Determination of whether “with cause” has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors. The vacancy of a Director removed by the Members at a special meeting shall be filled by the members at the same meeting; and a vacancy of a directorship due to a Director being removed by a vote of the Board shall be filled by a majority vote of the remaining Directors. A Director elected or appointed to fill the vacancy of a removed Director shall serve the remainder of the term of the removed Director.

Article III, Section 3.06, is hereby amended to read as follows:

ARTICLE III

Section 3.07 Duties of the Board of Directors. The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the Common Areas in Hidden Lake Estates, including, but not limited to the entrances, nature park, walking trails, the collection of assessments, disbursement of common expenses, and the enforcement of the covenants and rules and regulations of the Development. These duties include, but are not limited to:

(i) enforce the covenants and any rules and regulations adopted pursuant to the authority granted therein.

Article III, Section 3.07(g), is hereby amended to read as follows:

ARTICLE III

Section 3.07 Powers of the Board of Directors. The Board of Directors shall have all of the powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to:

(g) To promulgate rules, regulations and procedures regarding the use, maintenance, repair, replacement and modification of the Commons Areas and individual Lots within the development, and perform such actions as are deemed necessary to achieve the aforesaid purposes.

Article III, Section 3.16, is hereby added to the Bylaws, and reads as follows:

ARTICLE III

Section 3.16 Assistants and Management Agents. The Board of Directors may appoint assistants to aid the Board and its officers in carrying out their duties. The Board may also engage a management agent to assist the Board in carrying out its duties. An assistant or management agent appointed or hired by the Board may exercise such powers and perform such other duties as may from time to time be assigned to them by the Board. An assistant may be removed at any time with or without cause by the Board, and any contract with a management agent must be terminable upon no more than sixty (60) days written notice from the Board.

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ADDENDUM #1

*Hidden Lake Estates Homeowners Association, Inc.**Board Member
Statement of Conduct*

Dear Board Member:

Congratulations on your election or appointment to the Board of Directors for the Hidden Lake Estates Homeowners Association, Inc. 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 Hidden Lake Estates 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 the 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 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 Hidden Lake Estates. 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 Hidden Lake Estates community, and we appreciate your service.

Thank you.

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 Hidden Lake Estates Homeowners Association, Inc.

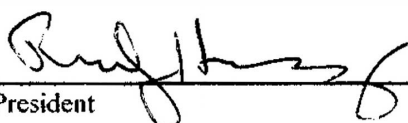
Signature of Director

Date

Printed Name of Director

The undersigned hereby certifies that this Second Amendment to the Bylaws of the Hidden Lake Estates Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association pursuant to the Articles of Incorporation, Article X, Section 3, and the Bylaws, Article VII, Section 7.01, for Hidden Lake Estates Homeowners Association, Inc.


HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.


President

3-1-08
Date

Rudy Hausz
Printed Name of Director

ATTEST:



Secretary

3-1-08
Date

DARRELL E. MORRIS
Printed Name of Director

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Scott A. Tanner

This document drafted by and, upon recording, should be returned to:

 Scott A. Tanner
TANNER LAW GROUP
6745 Gray Road, Ste H
Indianapolis, IN 46237