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2 **Cross-Reference:**

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4 **Hidden Lake Estates, Plat, Section 1, Instrument # 1999-30074**
5 **Hidden Lake Estates, Plat, Section 2, Instrument # 2001-6112**
6 **Hidden Lake Estates, Plat, Section 3, Instrument # 2001-191412**
7 **Hidden Lake Estates Homeowners Association, Inc., Bylaws, Instrument #1999-30169**
8 **Hidden Lake Estates Homeowners Assoc., Inc., First Amend. to Bylaws, Instrument #2005-201066**
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14 **ADOPTION OF RULES AND REGULATIONS**

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

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23 COMES NOW the Hidden Lake Estates Homeowners Association, Inc., by its Board of Directors, on this
24 8 day of AUGUST, 2010, and states as follows:

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26
27 **WITNESSETH THAT:**

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

32
33 **WHEREAS**, the Plat for Hidden Lake Estates, Section I, was filed with the Office of the Marion
34 County Recorder on February 5, 1999, as **Instrument # 1999-30074**; and

35
36 **WHEREAS**, the Plat for Hidden Lake Estates, Section II, was filed with the Office of the Marion
37 County Recorder on January 11, 2001, as **Instrument #2001-6112**; and

38
39 **WHEREAS**, the Plat for Hidden Lake Estates, Section III, was filed with the Office of the
40 Marion County Recorder on October 26, 2001, as **Instrument #2001-191412**; and

41
42 **WHEREAS**, the foregoing Plats contain Covenants that run with the land and which state that by
43 taking a deed to any Lot as set forth on any of the above listed Plats for the Hidden Lake Estates
44 Development, each owner will be bound by the terms, requirements and restrictions of those Covenants;
45 and

46
47 **WHEREAS**, the foregoing Plats contain Covenants that run with the land and which state that by
48 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.
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98 **EXTERIOR HOME & LOT MAINTENANCE**

99
100 **A. Appearance.**

101
102 It is the intent and desire of the Board to promote and maintain the aesthetically pleasing
103 appearance of the Hidden Lake Estates neighborhood. Therefore, it is the goal of these rules to
104 maintain the high quality exterior appearance of the homes in Hidden Lake Estates, including, but
105 not limited to, the roofs, siding, gutters, shutters and doors (both dwelling and garage), so that
106 they are harmonious and consistent in appearance with the other homes in the subdivision in
107 order to preserve the values of the properties within the community.

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

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

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

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138
139 **B. Siding and Trim.**

140
141 Owners must replace all siding and masonry on the exterior of their home with the same
142 style, material and color siding, trim or masonry as originally installed on the home, unless
143 otherwise approved by the Committee. If the Owner wishes to change the style, material or color
144 of the siding, trim or masonry of his home, then the Owner must submit a written request and
145 obtain written approval by the Committee before installing or making any modifications or
146 changes to the siding, trim or masonry. While current siding materials consists of wood, vinyl,
147 brick and/or stone, the Committee will consider the installation of new wood-style substitute
148 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.**
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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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266 **MAILBOXES**
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268 Mailboxes create an immediate visual impact within a neighborhood that can affect the
269 attractiveness of the community and desirability of the homes in the subdivision. Hence, the Committee
270 believes it is important to maintain the appearance of the mailboxes and posts in the Development by
271 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:

273
274 Posts: Blunt 6x6 Cedar Post with Standard Support painted Sagebrush color
275

276 Mailboxes: Medium T2 standard sized mailbox, black in color, with sandstone colored vinyl
277 graphics on both sides (number and street name), Caxton-style font
278

279 Vinyl Graphics: Sandstone colored, Caxton-style font on both sides of box (number and street
280 name)
281

282 Post Paint: Sagebrush color
283

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

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

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

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

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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317 **ENFORCEMENT**

318 **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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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.

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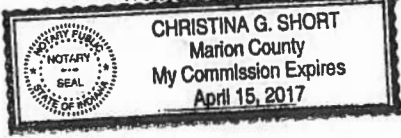
444 IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution
445 for Hidden Lake Estates Homeowners Association, Inc. and swear, affirm or certify, under penalties of
446 perjury, the truth of the facts herein stated, this 8 day of August, 2010.

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
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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

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