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2 **Cross-Reference:**

3 Springs of Hamptons, Final Plat, Instrument # 00-0092467

4 Re-Plat of Lots 16, 17, 18, & 19 in Springs of Hamptons, Instrument #1999-0179433

5 Bylaws of Springs of Hamptons Homeowners Association, Instrument #2000-0092468  
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10 **ADOPTION OF RULES AND REGULATIONS**

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12  
13 **AFFIDAVIT OF CORPORATE RESOLUTION**  
14 **of the**  
15 **SPRINGS OF HAMPTONS HOMEOWNERS ASSOCIATION, INC.**  
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18 COMES NOW the Springs of Hamptons Homeowners Association, Inc., by its Board of Directors, on this  
19 20<sup>th</sup> day of January, 20 10, and states as follows:  
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21

22 **WITNESSETH THAT:**  
23

24 **WHEREAS**, the residential community in Indianapolis, Marion County, Indiana commonly  
25 known as Springs of Hamptons was established upon the recording of certain documents with the Office  
26 of the Recorder for Marion County, Indiana; and  
27

28 **WHEREAS**, the Plat for Schmitt Farms, Section One, was filed with the Office of the Marion  
29 County Recorder on October 23, 1997, as **Instrument # 97-0159302**; and  
30

31 **WHEREAS**, the Plat for Schmitt Farms, Section Two-A, was filed with the Office of the Marion  
32 County Recorder on October 23, 1997, as **Instrument # 97-0159303**; and  
33

34 **WHEREAS**, the Plat for Schmitt Farms, Section Two-B, was filed with the Office of the Marion  
35 County Recorder on October 23, 1997, as **Instrument # 97-0159304**; and  
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37 **WHEREAS**, all of the above Plats for Schmitt Farms were replaced by the Re-Platted and/or  
38 Final Plat of Springs of Hamptons, which was filed with the Office of the Marion County Recorder on  
39 June 13, 2000, as **Instrument # 00-0092467**; and  
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41 **WHEREAS**, the Re-Plat of Lots 16, 17, 18, & 19 in Springs of Hamptons was filed with the  
42 Office of the Marion County Recorder on October 25, 2002, as **Instrument # 02-0205350**; and  
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44 **WHEREAS**, Lots 2, 14, 15, 18, 43, 51, 64, 77, 81, and 93 located in Schmitt Farms, and renamed  
45 Springs of Hamptons, subdivision are subject to Covenants which run with the land, namely the  
46 Declaration of Covenants, Conditions and Restrictions for Schmitt Farms Subdivision (hereinafter  
47 "Declaration"), recorded in the office of the Marion County Recorder on September 22, 1999, as  
48 **Instrument #1999-0179433**; and

49  
50       **WHEREAS**, aside from the Lots identified above, all remaining Lots within the Springs of  
51       Hamptons Subdivision are subject to Covenants that run with the land, namely the Declaration of  
52       Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision (hereinafter "Plat  
53       Covenants"), recorded as part of the Plat for Springs of Hamptons in the office of the Marion County  
54       Recorder on June 13, 2000, as **Instrument # 00-0092467**; and  
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56       **WHEREAS**, the foregoing Plat Covenants state that by taking a deed to any Lot as set forth on  
57       the above listed Plats for the Springs of Hamptons development, each owner becomes a mandatory  
58       member of the Springs of Hamptons Homeowners Association, Inc., an Indiana nonprofit corporation  
59       (hereinafter "Association") and subject to the Association's Code of Bylaws; and  
60

61       **WHEREAS**, the Association was incorporated as a non-profit corporation pursuant to Articles of  
62       Incorporation (hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on May  
63       2, 2003; and  
64

65       **WHEREAS**, the Association's Board of Director(s) adopted a Code of Bylaws (hereinafter  
66       "Bylaws") for the Association and the homeowners within Springs of Hamptons and recorded those  
67       Bylaws in the office of the Marion County Recorder on June 13, 2000, as **Instrument #2000-0092468**;  
68       and  
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70       **WHEREAS**, the Articles of Incorporation, Article II, Section 3, and the Bylaws, Article III,  
71       Section 3.07(g), as amended, give the Board of Directors of the Association the authority to adopt such  
72       additional rules and regulations with respect to use, occupancy, operation and enjoyment of all areas  
73       within the Springs of Hamptons subdivision, including the individual lots, streets (whether public or  
74       private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions  
75       set forth in the Declaration, Plat Covenants, Articles and/or Bylaws as the Board, in its discretion, deems  
76       necessary or advisable, so long as the rules and regulations adopted pursuant to that authority are not  
77       inconsistent with any provision in the Plat Covenants or any subdivision plat; and  
78

79       **WHEREAS**, pursuant to this authority and to supplement the current provisions set forth in  
80       the Plat Covenants for Springs of Hamptons, the Board of Directors desires to adopt certain rules and  
81       regulations which it deems necessary and designed to protect the enjoyment, health, safety and welfare of  
82       the residents and the value, appearance and desirability of the real properties within the Springs of  
83       Hamptons community; and  
84

85       **WHEREAS**, upon adoption, said Rules, Regulations, and Procedures in Springs of Hamptons  
86       shall be applicable and binding upon each and every Lot and Lot Owner in the Springs of Hamptons  
87       Development; and  
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89       **WHEREFORE, BE IT RESOLVED**, pursuant to this authority granted to the Board by the  
90       Articles and Bylaws, and in furtherance of the enforcement of the Plat Covenants, the Board hereby  
91       certifies that the following is a full and true copy of the Resolution that was duly adopted at a meeting of  
92       the Board of Directors of the Association held in accordance with applicable laws, and was duly signed  
93       by the President and Secretary of the Association certifying that a majority of the members of the Board  
94       of Directors approved said Resolution and that the proceedings and the Resolution adopted thereby are in  
95       conformity with and do not in any respect contravene or conflict with any other provision of applicable  
96       Indiana law, the Articles of Incorporation, the Bylaws, or the Plat Covenants for Springs of Hamptons,  
97       and that said Resolution shall become effective and applicable to each Owner of a lot in the Springs of  
98       Hamptons Development upon the recording of these rules with the Marion County Recorder.  
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## **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 Springs of Hamptons neighborhood. Therefore, it is the goal of these rules to maintain the high quality exterior appearance of the homes in Springs of Hamptons, 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 Architectural Control Committee ("Committee") shall approve the exterior colors that may be used for all homes and other improvements in the Springs of Hamptons neighborhood. Pre-approved colors and color schemes of homes in the Springs of Hamptons neighborhood consist of any color or color scheme originally available from the builder on any home in Springs of Hamptons. 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, consistent, or blend well 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 Springs of Hamptons Development is solely within the discretion of the Committee. A decision of the Committee may not be reversed by any Court unless the decision cannot be supported or justified under any reasonable circumstances or rationale.

The Committee must insist that exterior color schemes which do not blend well with most colors found in Springs of Hamptons, including, but not limited to, bright, bold or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or fluorescent colors are not permitted in Springs of Hamptons. 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. Current siding materials consist of wood, brick, stone, and vinyl. Upon the adoption of this rule, the Committee will only consider the installation of wood, brick and stone siding as well as new wood-style substitute materials, such as Hardi-Plank, and **NEW INSTALLATION OF VINYL OR ALUMINUM SIDING ON ANY HOME IN THE SPRINGS OF HAMPTONS THAT DOES NOT CURRENTLY HAVE THESE MATERIALS INSTALLED ON THE HOME SHALL NOT BE ALLOWED OR PERMITTED.** However, in an attempt to limit vinyl siding in the community while remaining fair to those Owners who currently have vinyl siding, only Owners of homes with vinyl siding installed prior to this rule adoption will be allowed to keep their vinyl siding (i.e. grandfathered) and replace it in the future with either vinyl siding or one of the other acceptable materials.

### **C. Roofing.**

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

The fact that an Owner has already re-roofed their home 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 roofing installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be replaced with new roofing materials approved by the Committee. Pursuant to the Plat Covenants, the Committee may take action to gain the removal or replacement of any unapproved roofing through legal or other equitable means.

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

### **D. Maintenance.**

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

i) All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of seven inches (7"), nor shall any noxious, illegal or other weeds, underbrush, or other unsightly growths be permitted to grow or remain upon any Lot. An example of a weed that shall not be permitted is Dandelions, due to their

nature to infest other lawns in their vicinity. Flower beds, trees and bushes shall remain neatly trimmed and not allowed to become overgrown with weeds or other vegetation.

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

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

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

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

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

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

vi) For purposes of this section, the Committee shall have the right and discretion to determine whether the condition or appearance of a Lot or home reasonably constitutes an “unsightly or unkempt” condition or appearance when compared or considered in relation to the condition or appearance of the other Lots or homes in the Springs of Hamptons subdivision as a whole.

## **SELF-HELP RULE**

In addition to any remedies available to the Association as set forth in the Plat Covenants or adopted Rules and Regulations, the failure of any Owner, or his family, guests, invitees, or agents, to comply with any of the requirements or restrictions of the Plat Covenants or any adopted Rule or Regulation may warrant the Committee to enter upon any Lot to cut the grass, weeds, or growth; clear or remove the trash, refuse, or debris from the Lot or home; or to tow or remove any other violation of the Plat Covenants or adopted Rules and Regulations pursuant to its authority as set forth in the Plat Covenants or the Rules and Regulations. The Association, Committee, or any of its designated agents, shall have the right to enter upon any Lot to perform said maintenance, mowing, repair, or other acts as may be reasonably necessary to make such Lot and any improvements thereon conform to the requirements of the Plat Covenants or these Rules and Regulations. Towing vehicles parked in violation of the Plat Covenants or any Rule or Regulation adopted by the Board is also considered a self-help remedy. The Association, Committee, or its designated agents, shall not be liable to the Owner for any damages resulting from the work performed hereunder unless it can be shown that the damages to the Owner's property resulted from an act of gross negligence or willful or reckless misconduct by the Association, Committee, or its designated agents. The expense of said action shall be the responsibility of the Owner of the Lot committing or necessitating the action. The cost of the Association's corrective action shall become part of the Owner's account and treated as a Special Assessment against the Owner and Lot, and there shall be lien against the Lot for these expenses, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association may pursue collection of the unpaid amounts in the same fashion as any other unpaid assessment or sum as provided in the Plat Covenants or Bylaws, and may recover such unpaid amounts together with reasonable attorney fees and costs of collection.

## **PARKING RULE**

All vehicles belonging to Owners, residents and their guests shall be parked in the garages or on the driveways serving their Lot. Parking on the streets within Springs of Hamptons by the Owners, residents and their guests is strictly prohibited except as allowed by the Board as herein provided.

In order to be reasonably flexible to the necessities of Owners, the Board may grant limited parking variances to this Rule upon written request by an Owner. A limited parking variance must receive the prior written approval of the Board. Situations that may justify a limited parking variance include, but are not limited to, such things as:

- 1) Temporary parking by an Owner on the street because contractors or service providers are parked in the driveway on a temporary basis;
- 2) Service or work on a home or Lot requires the vehicles to be removed from the garage and/or driveway area;
- 3) Boats or campers parked in the driveway or street for the purpose of loading or unloading for a trip, etc.
- 4) Temporary parking by guests on the streets for special gatherings (i.e. holidays, birthdays, anniversaries, graduations, social gatherings, parties, etc.).
- 5) Overnight parking by guests on the streets for special gatherings (i.e. holidays, birthdays, anniversaries, graduations, social gatherings, parties, etc.).

It shall be within the sole discretion of the Board to determine what situations are granted a limited parking variance and the terms or limits of the variance. The allowance of a variance for one Owner does

not obligate the Board to continue to recognize the variance upon an Owner's failure to follow or to abuse the variance, nor does it require the Board to recognize a variance for another Owner under similar circumstances.

However, it should be noted that this power to allow limited parking variances does **not** include the power to allow overnight street parking for Owners or residents. The term "*temporary parking*" shall mean vehicles that are parked on any street or public right of way in Springs of Hamptons for twelve (12) consecutive hours or less. The term "*overnight street parking*", shall apply to any vehicle parked or stored on any street for any length of time between the hours of 11:00 p.m. and 7:00 a.m.

**To clarify, overnight street parking by Owners and residents is strictly prohibited.**

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 other similar vehicles of any kind may be parked on any street or on any Lot in the Real Estate unless such vehicle or trailer is kept inside an enclosed garage.

No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles shall be permitted in the Real Estate, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, routine home maintenance or health care services. For purposes of this restriction and rule, the term "truck" does not include pickup trucks up to two (2) tons (i.e. a basic pickup truck), full size vans and/or sport utility vehicles.

The Declaration and/or Plat Covenants state that no inoperative or unlicensed vehicle is permitted to be parked on any Lot. However, we find that restriction to be unreasonable. Hence, we believe the more reasonable policy to be that no inoperative, disabled, stored, unregistered or unlicensed vehicle shall be parked, stored, or repaired anywhere in the Real Estate except inside an enclosed garage. For purposes of this section, an "inoperative" vehicle includes any vehicle that has not been noticeably moved or driven by its owner for a period of three (3) weeks or longer; any vehicle on jacks, blocks or stands; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven. For purposes of this section, "stored" includes any vehicle that is stationary on any Lot with a tarp or cover over it, any vehicle that has not been noticeably moved or driven by its owner for a period of three (3) weeks or longer, or any vehicle that has a block or other device under the tires to prevent movement or rolling. For purposes of this section, "unregistered" and "unlicensed" includes any vehicle that does not display a valid license plate as required by law.

No vehicles of any kind may be parked for any length of time on any portion of the grass, yard, or other non-paved area within the Real Estate, including the Lots.

No vehicles of any kind may be parked on any sidewalk or on any Lot or street in a manner that would block or interfere with the use of any sidewalk, access and/or use of any mailbox, or would block or restrict vehicular traffic on any street in the Development, including, but not limited to, school buses and emergency equipment.

No vehicles of any kind may be repaired, worked on, serviced or put up on blocks or jacks to accommodate car repair unless such repairs or work are done in an enclosed garage (i.e. vehicle repairs and servicing, including changing the oil, in the driveways is prohibited). Washing a vehicle is not considered to be repairing or servicing a vehicle.

The Board has the right, but not the obligation, to remove or tow from any street, common area or other public place within the Real Estate, at the Owner's expense, any vehicle that is in violation of any of these rules or the Declaration. 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 the Declaration, the Association, and any person or agent acting on behalf of the Association, shall not be liable for any damage, loss or expense incurred by the Owner as a result of a vehicle being towed from the subdivision. The owner of the vehicle shall be solely responsible for any and all towing, processing, storage and other fees incurred as a result of the vehicle being towed.

## **ENFORCEMENT**

### **A. Remedies.**

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

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

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

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

### **B. Procedures.**

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

1. Courtesy Letter. When a violation is identified or reported, the Owner generally will be made aware of the infraction by way of a Courtesy Letter and given a specified period of time, usually fourteen (14) days, to correct the violation.
2. Final Notice Letter. If the violation is not corrected within the time period specified in the Courtesy Letter, or in the event of a new infraction of the same nature, a Final Notice Letter will be sent informing the Owner that he/she is still in violation of the restriction, rule or regulation, and that the Owner has one final opportunity to correct the violation within fourteen (14) days from the date of the Final Notice Letter before the Association turns the matter over to their attorney to pursue legal remedies. This Final Notice Letter will also remind Owners that they will be responsible for any management company fees and/or attorney fees charged to the Association to send a violation letter or pursue legal action to gain compliance with the Plat Covenants, or the Rules and Regulations.
3. Attorney Letter. If the violation is not corrected within the time period specified in the Final Notice Letter, or in the event of a new violation of the same nature, the Association may elect to have the Association's attorney send a letter informing the Owner that the violation matter has



been turned over to his office to pursue any legal action necessary to gain compliance with the Declaration, Plat Covenants, or the Rules and Regulations. This Attorney Letter will also inform the Owner that this is their final opportunity to correct the problem, and failure to do so will result in a lawsuit being filed against them to seek their compliance with the Plat Covenants or the Rules and Regulations. The Attorney's Letter will also let the Owner know that they are also responsible for the cost of the attorney's violation letter. ***Once a matter is turned over to the attorney for action, correcting the violation alone will not stop the matter from moving forward; the proceedings will not terminate until the Association has been reimbursed its legal expenses, and failure to reimburse the Association for their legal expenses may result in legal action to collect any and all expenses owed to the Association, including, but not limited to, attorney fees and court costs.***

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

- a) Exercising any self-help remedies available to the Association under the Plat Covenants and/or the Rules and Regulations, including towing;
- b) Filing a lawsuit and pursuing legal action against the Owner.

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

6. Self-Help. The Association may at any time before, during or after the enforcement procedures outlined in this provision exercise its self-help authority as set forth in the Plat Covenants and/or the Rules and Regulations. According to this authority, the Association has the right to determine if an Owner is properly maintaining his Lot and/or the improvements on the Lot, and whether the Owner is committing any other violation of the Plat Covenants or Rules and Regulations. If the Association determines the Owner is not properly maintaining the Lot or the improvements on the Lot, or is committing any other violation of the Plat Covenants or Rules and Regulations, the Association has the right to enter upon the Lot and mow, trim, prune, abate, repair, or remove the violation or problem. Towing is also considered a self-help remedy. If the Association exercises its self-help authority, the Association and its employees, agents, and contractors are not liable for any damage that might occur or result from the work, and all expenses incurred by the Association to mow, trim, prune, abate, repair, tow or remove the violation shall be treated as a special assessment against the Lot and Lot owner and collected as provided for in the Plat Covenants and Bylaws.
7. Violation Notices. All letters and notices regarding a violation of the Plat Covenants or the Rules and Regulations shall be sent to an Owner via First Class U.S. Mail, postage pre-paid. Notices or letters are not required to be sent via certified mail.
8. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the restrictions set forth in the Plat Covenants, or the Rules and Regulations shall be held to be a waiver by that party (or an estoppels of that party to assert) any right available to him upon the occurrence, recurrence or

continuation of such violation or violations of the Plat Covenants or the Rules and Regulations. In short, any provision in the Plat Covenants or the Rules and Regulations can be enforced at any time.

9. Failure to Follow Enforcement Procedures. These enforcement procedures are meant to be a guideline for handling the typical enforcement action. However, because enforcement of the Plat Covenants and the Rules and Regulations may depend on many unique factors and/or the specific facts of each matter, including, but not limited to, the number of previous violations committed by an Owner and the type, or seriousness, of the violation that is occurring, the Board hereby reserves the right and privilege to use other procedures or modify the aforementioned procedures as it deems necessary and appropriate under the circumstances. Hence, the failure of the Board or Committee to strictly follow the aforementioned procedures shall not constitute a waiver, estoppel, or defense of the right of the Association to enforce at any time any provision of the Plat Covenants and the Rules and Regulations.

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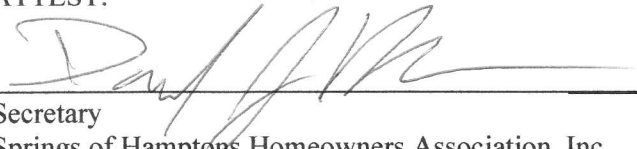
IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Springs of Hamptons Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SPRINGS OF HAMPTONS HOMEOWNERS ASSOCIATION, INC.  
by:

  
\_\_\_\_\_  
President

Springs of Hamptons Homeowners Association, Inc.

ATTEST:

  
\_\_\_\_\_  
Secretary

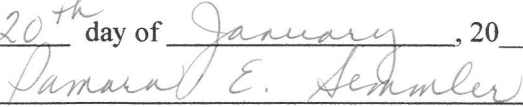
Springs of Hamptons Homeowners Association, Inc.

STATE OF INDIANA )

COUNTY OF Marion )

Before me a Notary Public in and for said County and State, personally appeared DANIEL J. BOWERS and JASON A. KELLY, the President and Secretary, respectively, of Springs of Hamptons Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Springs of Hamptons 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 20<sup>th</sup> day of January, 20 10.

  
\_\_\_\_\_  
Notary of Public – Signature

PAMARA E. SEMMLER  
Printed

My Commission Expires:

09/11/2011

Residence County: Marion

I hereby affirm, under the penalties of 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  
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(317) 536-7435

Pamara E. Semmler, Notary Public  
County of Residence: Marion  
Commission Expires: 09-11-2011