

ENTERED FOR RECORD

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*Bonnie D. Mophaus*  
HENDRICKS COUNTY RECORDER

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BOOK 120 PAGE 648

RESTRICTIONS OF "AUSTIN LAKES, SECTION 1"

Austin Lakes Joint Venture, as Owner and Developer and Dura Builders, Inc., of Austin Lakes, Section 1, a subdivision located in Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana, does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision unto themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Mark E. Sanders and G. E. Aguirre, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Association" shall mean the Austin Lakes Property Owners Association as created by the Developer.

D. "Developer" shall mean Austin Lakes Joint Venture or their assigns.

E. "Plat" or "Plats" shall mean the subdivision plat or plats for Austin Lakes, Section 1 as originally recorded on the 5 day of February, 1990, as Instrument # 89, in the office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended, revised or supplemented.

F. "Development" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana.

G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.

H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

I. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.

J. "Common Area "A"; Common Area "B", Common Area "C", and Landscape Easement" which are herein designated as Common Areas. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or entryways, nature areas, landscape areas, parks and recreation areas, paver brick in the dedicated streets, if any;
3. for the use of the Association for the management and control of retention and detention ponds or entryways and nature areas, landscape areas, parks and recreation areas, paver brick in the dedicated streets, and the installation, maintenance and repair of improvements thereto.

They shall be governed by the Austin Lakes Property Owners Association.

2. Land Use. Lots shall be used only for residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1400 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 800 square feet, with no less than a total of 1500 square feet of finished floor space in such two-story structure. The aggregate of a two-story dwelling shall be a minimum of 800 square feet on a tri-level dwelling.

4. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Ordinances of Hendricks County, Indiana, as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.

5. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.

6. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

7. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.

8. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

**9. Covenants for maintenance assessments through Austin Lakes Property Owners Association.**

**A. Creation of the Lien and Personal Obligation of Assessments.**

The Developer, being the owner of Austin Lakes, Section 1 subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**B. Purposes of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

**C. Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Austin Lakes, Section 1 subdivision shall be in the amount of \$25.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Austin Lakes Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Austin Lakes Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer. Each owner of a lot in the Development of Austin Lakes, Section 1 shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Mark E. Sanders and G. E. Aguirre, which Initial Board shall serve until the sale of three-fourths of the lots in the Development or until January 1, 1995, whichever first occurs.

10. No parcel of land shall be re-divided into a smaller parcel.

11. All lots shall belong to the Austin Lakes Property Owners Association and shall be governed by the By-Laws of such association.

12. Construction and Repair Time. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

13. Utility Building and/or Barn. There shall be no storage or utility buildings, barns, or other outbuildings on any lot within the subdivision.

14. Signs. The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a

single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

15. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall be located within a garage or house such that they are completely concealed from public view.

16. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision, except that Austin Lakes Property Owners Association has exclusive authority to allow trapping in the ponds.

17. **Fences.** All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.

18. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. **Water Supply and Sewage Disposal.** No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

20. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

21. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

22. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from



or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

23. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

24. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

25. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. Any paver brick and its design, material and color shall be approved by Architectural and Environmental Control Committee.

26. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

27. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.

28. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

29. **Sidewalks.** Concrete sidewalks with a minimum width of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks fronting on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than

one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

**30. Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

**31. Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

**32. Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc.** Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by the Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

**33. Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water or surface runoff onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

**34. Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

**35. Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

**36. Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 38, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

44. **Improvements in Lake or Lake Area.** There shall be no fences, piers, decks or other structures or improvements made within the lake or lake area without approval of the Committee and Association.

45. **Street Lights at Intersections.** Developer may install street lights at any intersection and may transfer said light and obligations to the Association.

46. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee.

47. **Enforcement.** Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this

37. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

38. **Gardens.** No garden shall be visible from any street and no garden shall be larger than the dimensions five feet (5') by ten feet (10').

39. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.

40. **Rules Governing Building on Several Contiguous Lots Having One Owner.** Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).

41. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions.

42. **Blanket Easement.** Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the development, with this blanket temporary easement being supplementary to the easements depicted on the plat of Austin Lakes, Section 1.

43. **Easement Area of Lakes.** Any easement areas for lakes, as shown of the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by owners, other than the owner of that respective lot.

subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

48. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

49. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 19th day of January, 1990.

AUSTIN LAKES JOINT VENTURE

BY: Mark E. Sanders  
Mark E. Sanders, President of  
Sanders Building & Contracting Co., Inc.,  
General Partner

BY: G. E. Aguirre  
G. E. Aguirre, President of Bien, Inc.,  
General Partner

DURA BUILDERS, INC.

BY: Paul Shoopman  
Paul Shoopman, President



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared the above and acknowledged execution of this instrument as their voluntary act and deed, for the uses and purposes therein expressed.

Witness my signature and Notarial Seal this 19th day of January, 1990.

Shirley J. White  
Shirley J. White  
Notary Public

County of Residence: Hendricks  
My Commission Expires: May 21, 1993

This instrument prepared by Lee T. Comer, attorney at law, Danville, Indiana

# 7096 May 5, 95  
Alfala

99-19789  
# Supplemental  
Covenants  
7-1-99  
Hendricks County, Indiana

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See Bk 142 p 38  
Joy Bradley

AUSTIN LAKES NORTH COMMUNITY  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 20<sup>th</sup> day of JUNE, 1994, by SANDERS DEVELOPMENT GROUP, INC., hereafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified, quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions and restrictions hereinafter set forth, it being intended that such covenants, conditions and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

1. Name. The subdivision shall be known and designated as Austin Lakes North Subdivision being located in the township of Washington, County of Hendricks, Indiana. All streets, heretofore dedicated to public.
2. Building Line. Front yard set back lines, and side yard set back lines on corner lots are to be as shown on the plat, between buildings or structures erected or maintained.
3. Utility Easements and Drainage. "Utility easements" as shown, shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc., on, over, under, and to said easement for local public use. These easements are not for the use of, and shall not be used for, high voltage

electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time the said transmission line is to be constructed. "Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above described easements.

4. **Land Use and Building Type.** With the exception of the area designated as the park/playground, no lot shall be used except for residential purposes, nor shall any lot be subdivided. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

5. **Architectural Control.** No Lot shall be erected, placed or altered on any lot until the construction plans and specifications and the certified plot plan (conforming in all aspects to the plot plan, as required by FHA) have been approved by the architectural committee, as to the quality and type of material and workmanship, in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1400 square feet, or at least 800 feet on the first floor of houses of more than one story. (Determination of sufficiency and adequately of the term "ground floor of main structure" with respect architectural dwellings of a tri-level, bi-level, and one and one-half story design shall rest exclusively with the architectural committee). All drainage conduits or tubes for individual lot driveways shall be subject to approval as to size, material and quality of construction by the engineer.

6. **Building Location.** No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum setback line shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, that his shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. After the building has been staked and before construction begins, the project engineer must confirm the location of building with the plot plan.

7. No swimming pool or associated structure shall be erected or placed on any lot until the construction plans,

including a plot plan, have been approved by the architectural committee.

8. **Nuisances.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

9. **Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

10. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except family pets, which may be kept, provided, they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance.

11. **Garbage and Refuse Disposal.** No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, shall be kept clean and sanitary and shall not be used so as to create an offensive sight or odor.

12. **Sight Distance At Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

13. **Fences.** Ornamental fences or continuous shrub plantings which would in any way, serve the purpose of a fence, shall not be erected until approved by the architectural committee.

14. **Storage Tanks.** Oil or gas storage tanks shall either be buried or located within the house or garage area so that



they are completely concealed from the outside view.

15. **Signs.** No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

16. **Architectural Committee.** The Architectural Control Committee shall be composed of Sanders Development Group, Inc., its president, Mark E. Sanders, hereinafter called developer, or his assigns, and a professional engineer of his designation. At all times the said developer and/or his assigns shall have the majority vote of said committee. The said developer shall further have the right to designate a representative to act for and on his behalf. The committee's approval, or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the committee has disapproved the presented plan.

17. **Violation.** The violations of any restriction, as herein enumerated, shall give to the said developer or its successors, any and all rights for injunction, damage, or any other action at law or equity which it and its assigns may have to restrain and prohibit the same, in keeping with the restrictions herein set out.

18. **Protective Covenants.** The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidity of any one of the covenants, by judgment or court order will in no way affect the other covenants which shall remain in full force and effect.

19. **Lake Maintenance and Common Area Maintenance.** The Homeowners Association will be responsible for the maintenance of the lake and common areas. Homeowners will pay annual assessments for these services as designated by the Developer and or Association once the subdivision meets the sell-out period.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET ITS HAND AND SEAL THIS 20<sup>th</sup> DAY OF JUNE, 1994.

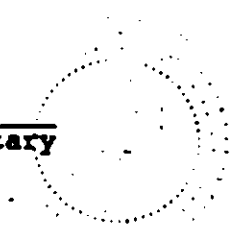


STATE OF INDIANA )  
COUNTY OF BOONE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Development Group, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 20<sup>TH</sup> day of June, 1994.

*Jane A. Hendrickson*  
Jane A. Hendrickson, Notary



My Commission Expires:  
6/04/95

County of Residence: Marion

ENTERED FOR RECORD

JUL 7 1994

*142 Guy ... 8:00 338-342*  
HENRICKS COUNTY RECORDER

**AFFIDAVIT**

**Sanders Development Group, Inc.,** being first duly sworn upon their oath, depose and state:

- 1. That they are the developers/owners of real estate located in Hendricks County, Indiana, which is now known as and/or to be known as:

<b>Austin Lakes, Section 7</b>	(Plat Cabinet 2, Slide 152, Pages 1-2)
<b>Austin Lakes, Section 8</b>	(Plat Cabinet 3, Slide 41, Pages 1-2)
<b>Austin Lakes, Section 9</b>	(not yet recorded)
<b>Austin Lakes, Section 10</b>	(not yet recorded)
<b>Austin Lakes, Section 11</b>	(not yet recorded)
<b>Austin Lakes, Section 12</b>	(not yet recorded)
<b>Austin Lakes, Section 13</b>	(not yet recorded)
<b>Austin Lakes, Section 14</b>	(not yet recorded)

**ENTERED FOR RECORD**

BOOK 146 MAY 5 1995 At L' 25  
 Page 894  
*Jay Bradley*  
 HENDRICKS COUNTY RECORDER

all being a part of **Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana.**

- 2. That the purpose of this affidavit is to identify the above referenced real estate as collectively being known and designated as **Austin Lakes North Community.**
- 3. That said real estate is and shall be subject to **Austin Lakes North Community Covenants, Conditions and Restrictions** as set out in **Miscellaneous Record 142, pages 338-342** in the Office of the Recorder of Hendricks County, Indiana.

Further Affiant saith not.

*Jane A. Hendrickson*

Jane A. Hendrickson, Secretary-Treasurer  
Sanders Development Group, Inc.

Before me, a Notary Public in and for the County of Hendricks and State of Indiana, personally appeared Jane A. Hendrickson, Secretary-Treasurer who acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, state that any representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of May, 1995.

My Commission Expires: 6-20-97

*Tammy J. Fleece*

County of Residence: Hendricks

Tammy J. Fleece

(printed name)

This instrument way prepared by: **Jennifer E. Jones**  
Post Office Box 6  
Danville, IN 46122  
(317) 745-8500



①

**Cross-Reference:** Austin Lakes North Community Covenants, Conditions and Restrictions recorded with the Recorder of Hendricks County, Indiana on the 7<sup>th</sup> day of July, 1994, in Miscellaneous Book 142, Pages 338-342, as Instrument No. 14060, and the Affidavit recorded with the Recorder of Hendricks County, Indiana, on the 5<sup>th</sup> day of May, 1995, in Book 146, Page 894, as Instrument No. 7096.

### **SUPPLEMENT TO AUSTIN LAKES NORTH COMMUNITY COVENANTS, CONDITIONS AND RESTRICTIONS**

The SANDERS DEVELOPMENT GROUP, INC., the undersigned, being the "Declarant" identified in the Austin Lakes North Community Covenants, Conditions and Restrictions recorded with the Recorder of Hendricks County, Indiana, on the 7<sup>th</sup> day of July, 1994, in Miscellaneous Book 142, Pages 338-342, as Instrument No. 14060 (hereafter "Covenants") hereby supplements the Covenants as follows:

#### WITNESSETH:

WHEREAS, the Covenants are applicable to (i) *Austin Lakes Section 7*, as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 7<sup>th</sup> day of July, 1994, as Instrument No. 14059, plat cabinet 2, slide 152, pages 1-2, (ii) *Austin Lakes, Section 8* recorded with the Recorder of Hendricks County, Indiana, on the 10<sup>th</sup> day of April, 1995, in plat cabinet 3, slide 41, pages 1-2, as Instrument No. 5485, (iii) *Austin Lakes, Section 9*, recorded with the Recorder of Hendricks County, Indiana, on the 19<sup>th</sup> day of August, 1996, as Instrument Number 9600017686, in plat cabinet 4, slide 12, pages 1-2, (iv) *Austin Lakes, Section 10*, recorded with the Recorder of Hendricks County, Indiana, on the 29<sup>th</sup> day of May, 1997, as Instrument Number 9700010400, in plat cabinet 4, slide 92, pages 1-2, slide 93, page 1, and (v) *Austin Lakes, Section 10A*, recorded with the Recorder of Hendricks County, Indiana, on the 30<sup>th</sup> day of May, 1997, as Instrument Number 9700010545, in plat cabinet 4, slide 94, pages 1-2, and (vi) the real estate described in what is attached hereto and incorporated herein by reference as Exhibit "A" which will subsequently be

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platted into additional sections of Austin Lakes. All of the foregoing real estate shall hereafter collectively be referred to as the "Property".

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article I below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, are subject to the existing Covenants and are further subject to the following supplemental Covenants, Conditions and Restrictions (hereafter "Supplemental Covenants"), all of which are declared to be in furtherance of a plan for the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property as a whole and each of the Lots situated therein. The Covenants and Supplemental Covenants shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. These restrictions shall enure to the benefit of the Declarant and its respective successors entitled to the property or any parts thereof.

## ARTICLE I

### *Definitions*

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 1.1 "Association" means the **AUSTIN LAKES NORTH HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation, its successors and assigns.

Section 1.2 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased

by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association.

Section 1.3 "Development Period" means that period of time commencing with the Declarant's acquisition of the property and ending when the Declarant has completed the development and sale of, and no longer owns, any Lot or any portion of the property.

Section 1.4 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a residence that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a residence.

Section 1.5 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 1.6 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Hendricks County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

**ARTICLE II**

***Property Rights, Easements and Encroachments***

Section 2.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(b) The easements reserved elsewhere in these Supplemental Covenants and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members; and

(c) All other rights, obligations and duties as set forth in these Supplemental Covenants, as the same may be from time to time amended or supplemented.

Section 2.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in these Supplemental Covenants, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 2.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in these Supplemental Covenants, the Association, subject to the rights of the Owners as set forth in these Supplemental Covenants, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in these Supplemental Covenants. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 2.4 General Drainage, Utility, Sewer and Other Development Easement - The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto



any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Residence, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in these Supplemental Covenants and/or establishing and maintaining proper surface water drainage

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throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or

permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hendricks County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 2.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 2.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association.

Section 2.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the

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appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which receive the requisite architectural approval, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 2.8 Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway,

public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 2.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

### ARTICLE III

#### *Association Membership, Voting Rights, Board of Directors and Professional Management*

Section 3.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. 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: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2012 .

Section 3.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

## ARTICLE IV

### *Mortgages*

Section 4.1 Mortgagee Rights. In addition to any other rights provided elsewhere in these Supplemental Covenants to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to

immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 4.2 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendment of the covenants of these Supplemental Covenants, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added to the covenants of these Supplemental Covenants, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

- (a) Foreclose or take title to a residence, and the Lot upon which the residence is situated, pursuant to the remedies in the mortgage;
  - (b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor;
- or
- (c) Sell or lease a unit acquired by the mortgagee.

Section 4.3 Unpaid Dues or Charges. Any first mortgagee who obtains title to a residence, and the Lot upon which the residence is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the residence's unpaid dues or charges accrued before the acquisition of the title to the residence by the mortgagee.



ARTICLE V

General Provisions

Section 5.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 5.2 Amendment. These Supplemental Covenants and the covenants, conditions and restrictions set forth in these Supplemental Covenants, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. These Supplemental Covenants may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hendricks County, Indiana, approved and signed by at least seventy- five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, these Supplemental Covenants may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots

(excluding Declarant or Builder):

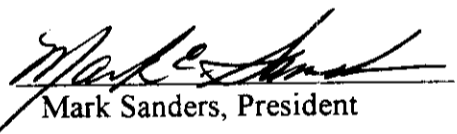
(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Owners is not a transfer in the meaning of this clause;

Section 5.3 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

- (a) Annexation of additional properties;
- (b) Dedication or Mortgaging of Common Area; and
- (c) Amendment of the Covenants or these Supplemental Covenants.

**SANDERS DEVELOPMENT GROUP, INC.,  
an Indiana corporation**

Dated: 6-29-99

By:   
Mark Sanders, President

9900019789  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 07-01-1999 At 02:45 pm.  
COVENANTS 50.00  
Vol. 129 Pg. 693 - 712

STATE OF INDIANA )  
COUNTY OF Hendricks ) SS:

Before me, a Notary Public in and for said County and State, personally appeared **Mark Sanders**, for and on behalf of *Sanders Development Group, Inc., an Indiana corporation*, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

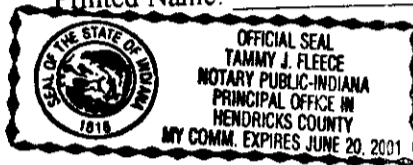
Witness my hand and Notarial Seal this 29th day of June, 1999.

My Commission Expires: \_\_\_\_\_

Tammy J. Fleece  
Notary Public

Residing in \_\_\_\_\_ County

Printed Name: \_\_\_\_\_



**This Instrument was Prepared by:** Charles D. Frankenberger, Nelson & Frankenberger, 3021 East 98<sup>th</sup> Street, Suite 220, Indianapolis, Indiana 46280 (317) 844-0106

M

A part of the Northeast Quarter and Northwest Quarter of Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Quarter Section, thence North 89 degrees 09 minutes 46 seconds East (assumed bearing) along the South line thereof and along the South line of Austin Lakes, Section 8, the plat of which is recorded in Plat Cabinet 3, Slide 41, pages 1 and 2 in the Office of the Recorder of Hendricks County, Indiana a distance of 750.30 feet to the Southeast corner of said Austin Lakes, Section 8, said Southeast corner being also the Southwest corner of Austin Lakes, Section 9, the plat of which is recorded in Plat Cabinet 4, Slide 12, pages 1 and 2 in said Office of the Recorder ( the next eleven described courses being along said Austin Lakes Section 9); 1.) thence continue North 89 degrees 09 minutes 46 seconds East along the South line of said Quarter Section a distance of 602.88 feet to a point which bears South 89 degrees 09 minutes 46 seconds West 2.20 feet from the Southeast corner of the Southwest Quarter of said Northeast Quarter Section; 2.) thence North 01 degrees 05 minutes 40 seconds West a distance of 715.50 feet to the Northwest corner of land described in Deed Record 225, pages 227 and 228 in the said Recorder's Office; 3.) thence North 89 degrees 19 minutes 04 seconds East along the North line of said land a distance of 2.20 feet to the East line of the Southwest Quarter of the said Northeast Quarter Section; 4.) thence North 01 degrees 05 minutes 40 seconds West 185.09 feet along the said East line to the **Point of Beginning**; 5.) thence South 89 degrees 04 minutes 04 seconds West a distance of 164.75 feet; 6.) thence North 00 degrees 55 minutes 56 seconds West a distance of 114.19 feet; 7.) thence South 89 degrees 04 minutes 04 seconds West a distance of 140.00 feet; 8.) thence South 00 degrees 55 minutes 56 seconds East a distance of 199.91 feet; 9.) thence South 89 degrees 04 minutes 04 seconds West a distance of 57.82 feet; 10.) thence South 00 degrees 55 minutes 56 seconds East a distance of 140.00 feet; 11.) thence South 89 degrees 04 minutes 04 seconds West a distance of 800.00 feet to the Northeast corner of said Austin Lakes, Section 8; thence North 00 degrees 55 minutes 56 seconds West a distance of 190.00 feet; thence North 89 degrees 04 minutes 04 seconds East a distance of 57.82 feet; thence North 00 degrees 55 minutes 56 seconds West a distance of 90.00 feet; thence South 89 degrees 04 minutes 04 seconds West a distance of 329.58 feet; thence North 00 degrees 55 minutes 56 seconds West a distance of 191.34 feet; thence North 32 degrees 25 minutes 00 seconds East a distance of 111.08 feet; thence North 48 degrees 26 minutes 34 seconds East a distance of 110.75 feet; thence North 64 degrees 34 minutes 31 seconds East a distance of 111.03 feet; thence North 89 degrees 04 minutes 04 seconds East a distance of 570.13 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 108.58 feet; thence North 89 degrees 14 minutes 59 seconds East a distance of 190.00 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 19.91 feet; thence North 89 degrees 14 minutes 59 seconds East a distance of 120.90 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 98.07 feet to the South line of the Northwest Quarter of said Northeast Quarter; thence North 88 degrees 20 minutes 20 seconds East along said South line to the Southeast corner of said Quarter-Quarter section; thence South 01 degrees 05 minutes 40 seconds East along the East line of said Northeast Quarter section a distance of 450.06 feet to the **Point of Beginning**, containing 18.675 acres, more or less.

A part of the Northwest Quarter of the Northeast Quarter of Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of said Northeast Quarter; thence North 88 degrees 25 minutes 06 seconds East, along the North line of said Quarter, a distance of 204.80 feet to the **Point of Beginning**; thence continue North 88 degrees 25 minutes 06 seconds East, along said North line, a distance of 836.70 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 1315.28 feet; thence South 89 degrees 14 minutes 59 seconds West a distance of 120.90 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 19.91 feet; thence South 89 degrees 14 minutes 59 seconds West a distance of 190.00 feet to a point on the East line of Austin Lakes Section 10 as recorded in Plat Cabinet 4, Slide 92, pages 1 & 2, and Slide 93, page 1 in the Office of the Hendricks County Recorder; thence North 00 degrees 45 minutes 01 seconds West, along said East line, a distance of 77.53 feet to the Northeast corner of Austin Lakes Section 10; thence South 89 degrees 14 minutes 59 seconds West along the North line of Austin Lakes Section 10 a distance of 190.00 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 140.00 feet; thence South 89 degrees 14 minutes 59 seconds West a distance of 50.00 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 612.20 feet; thence North 89 degrees 14 minutes 59 seconds East a distance of 69.48 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 94.08 feet; thence North 37 degrees 30 minutes 01 seconds West a distance of 111.99 feet to a point on a curve to the left having a radius of 280.00 feet, the radius point of which bears South 37 degrees 30 minutes 01 seconds East; thence Southwesterly along said curve an arc distance of 18.33 feet to a point that bears North 41 degrees 15 minutes 01 seconds West from said radius point; thence North 41 degrees 15 minutes 01 seconds West 207.98 feet; thence South 43 degrees 13 minutes 25 seconds West a distance of 199.89 feet; thence North 00 degrees 45 minutes 01 seconds West a distance of 266.83 feet to the **Point of Beginning**, containing 18.91 acres, more or less

Part of the Northeast and Northwest Quarters of Section 1, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of said Northwest Quarter; thence South 88 degrees 34 minutes 11 seconds West, along the North line of said Quarter Section, a distance of 15.00 feet to the Northwest corner of land described as Parcel "A-1" in Deed Record 288, Page 362 in the Office of the Hendricks County Recorder and the **Point of Beginning**; thence South 00 degrees 45 minutes 01 seconds East, along the West line of said Parcel "A-1", a distance of 850.04 feet; thence North 88 degrees 25 minutes 06 seconds East a distance of 219.80 feet to the Southeast corner of land described as Parcel "A" in Deed Record 288, Page 362 in said Recorder's Office; thence North 00 degrees 45 minutes 01 seconds West, along the East line of Parcel "A", a distance of 583.17 feet; thence North 43 degrees 13 minutes 25 seconds East a distance of 199.89 feet; thence South 41 degrees 15 minutes 01 seconds East a distance of 207.98 feet to a point on a curve having a radius of 280.00 feet, the radius point of which bears South 41 degrees 15 minutes 01 seconds East; thence Northeasterly along said curve an arc distance of 18.33 feet to a point that bears North 37 degrees 30 minutes 01 seconds West from said radius point; thence South 37 degrees 30 minutes 01 seconds East a distance of 111.99 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 94.08 feet; thence South 89 degrees 14 minutes 59 seconds West a distance of 69.48 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 612.20 feet; thence North 89 degrees 14 minutes 59 seconds East a distance of 50.00 feet; thence South 00 degrees 45 minutes 01 seconds East a distance of 140.00 feet to the North line of Austin Lakes Section 10 as recorded in Plat Cabinet 4, Slide 92, Pages 1 & 2, and Slide 93, Page 1 in the Office of the Hendricks County Recorder (the next 15 courses being along the Northerly lines of Austin Lakes Section 10); 1) thence South 89 degrees 14 minutes 59 seconds West a distance of 880.00 feet; 2) thence South 17 degrees 03 minutes 20 seconds West a distance of 222.71 feet; 3) thence South 34 degrees 40 minutes 55 seconds West a distance of 176.31 feet; 4) thence North 46 degrees 26 minutes 19 seconds West a distance of 136.68 feet to a point on a curve having a radius of 460.00 feet, the radius point of which bears North 46 degrees 26 minutes 19 seconds West; 5) thence Northeasterly along said curve an arc distance of 24.83 feet to a point that bears South 49 degrees 31 minutes 51 seconds East from said radius point; 6) thence North 49 degrees 31 minutes 51 seconds West a distance of 183.84 feet; 7) thence South 43 degrees 21 minutes 13 seconds West a distance of 85.68 feet to a point on a curve to the left having a radius of 575.00 feet, the radius point of which bears North 74 degrees 50 minutes 11 seconds East; 8) thence Southeasterly along said curve an arc distance of 47.86 to a point that bears South 70 degrees 04

minutes 04 seconds West from said radius point; 9) thence South 19 degrees 55 minutes 56 seconds West a distance of 55.70 feet; 10) thence South 70 degrees 04 minutes 04 seconds West a distance of 50.00 feet; 11) thence South 19 degrees 55 minutes 56 seconds East a distance of 86.70 feet to the point of curvature of a curve to the left having a radius of 525.00 feet, the radius point of which bears North 70 degrees 04 minutes 04 seconds East; 12) thence Southeasterly along said curve an arc distance of 138.50 feet to a point that bears South 54 degrees 57 minutes 09 seconds West from said radius point; 13) thence South 54 degrees 57 minutes 09 seconds West a distance of 133.59 feet; 14) thence North 65 degrees 19 minutes 00 seconds West a distance of 90.56 feet; 15) thence South 89 degrees 08 minutes 20 seconds West a distance of 181.80 feet to the Southeast corner of Austin Lakes Section 10A as recorded in Plat Cabinet 4, Slide 94, Pages 1 & 2 in the Office of the Hendricks County Recorder; thence North 00 degrees 51 minutes 40 seconds West, along the East line of Austin Lakes Section 10A, a distance of 325.00 feet to the Northeast corner of Austin Lakes Section 10A; thence North 89 degrees 08 minutes 20 seconds East a distance of 80.00 feet; thence North 00 degrees 14 minutes 36 seconds West a distance of 35.81 feet; thence North 88 degrees 49 minutes 25 seconds East a distance of 4.38 feet to the Southeast corner of a tract of land described in Deed Record 312, Pages 81-83 in the Office of the Hendricks County Recorder; thence North 00 degrees 20 minutes 47 seconds West, along the East line of said tract, a distance of 1149.11 feet; thence North 88 degrees 34 minutes 11 seconds East a distance of 200.32 feet to the Southeast corner of a tract of land described in Deed Record 323, Page 891 in said Recorder's Office; thence North 01 degrees 38 minutes 49 seconds West, along the East line of said tract, a distance of 220.00 feet to the North line of the Northwest Quarter; thence North 88 degrees 34 minutes 11 seconds East, along said North line a distance of 52.46 feet to the Northwest corner of a Right of Way Dedication recorded in Volume 51, Pages 771 & 772 in said Recorder's Office; thence South 00 degrees 54 minutes 27 seconds East, along the West line of said Right of Way Dedication, a distance of 20.00 feet to the Southwest corner of said Dedication; thence South 86 degrees 20 minutes 48 seconds East, along the South line of said Dedication, a distance of 140.68 feet to the West line of a tract of land described in Deed Record 324, Page 756 in said Recorder's Office; thence South 01 degrees 25 minutes 49 seconds East, along the West line of said tract, a distance of 187.54 feet to the Southwest corner of said tract; thence North 88 degrees 34 minutes 11 seconds East, along the South line of said tract, a distance of 170.00 feet to the Southeast corner of said tract; thence North 01 degrees 25 minutes 49 seconds West, along the East line of said tract, a distance of 180.00 feet to the South line of said Right of Way Dedication; thence North 88 degrees 34 minutes 11 seconds East, along said South line, a distance of 64.71 feet; thence North 83 degrees 29 minutes 39 seconds East, along said South line, a distance of 226.08 feet to the Southeast corner of said Dedication; thence North 00 degrees 54 minutes 27 seconds West, along the East line of said Dedication, 20.00 feet to the Northwest corner of said Dedication and the North line of the Northwest Quarter; thence North 88 degrees 34 minutes 11 seconds East, along said North line 130.64 feet to the **Point of Beginning**, containing 39.34 acres, more or less.

## AMENDMENT TO THE RESTRICTIVE COVENANTS OF AUSTIN LAKES

The Austin Lakes Homeowners' Association, (the Association), by its duly authorized officer, now files and records this Amendment to the Restrictive Covenants of Austin Lakes, previously recorded at Book 120, Page 648 in the Office of the Hendricks County Recorder, as amended from time to time. This Amended Covenant shall pertain and apply to all sections of Austin Lakes.

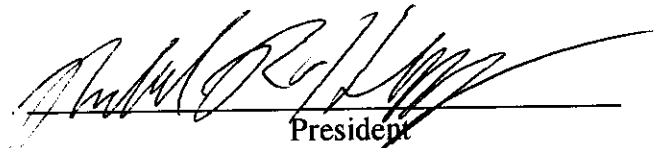
The Association attaches a list of the signatures of the homeowners voting in favor of this Amendment.

The Restrictive Covenants are hereby AMENDED to add the following clause:

**Rental of Property.** All homes shall be occupied by the owner as their primary residence. A land contract purchaser shall be considered an owner, but a renter or lessee is not. No home shall be used primarily as rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a "For Sale" sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental period. An owner must show that he is actively marketing the home and all dues and assessments are current. The Association shall not withhold its approval for an extension except for good cause. This amendment is effective upon recording. This amendment shall not apply to any home that is presently under a rental agreement or lease, unless such home is sold to a new owner after recording.

IN WITNESS WHEREOF, the undersigned sets his hand and seal this 14<sup>TH</sup> day of AUGUST, 2003

THE AUSTIN LAKES PROPERTY OWNERS ASSOCIATION, INC.  
BY:

  
\_\_\_\_\_  
President

STATE OF INDIANA            )  
  )  
COUNTY OF Marion        )

Before me, a Notary Public, personally appeared Randall B. Hawley and acknowledged execution of the above and foregoing as his/her voluntary act and deed.

Witness my hand and Notarial Seal this 14<sup>th</sup> day of August, 2003.

Signature Eddie Shaw

Printed Eddie Shaw

1593



## Proxy Vote – Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

### Proposed Rental Covenant

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
Tim Smalzone	400 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Johnson	392 Austin Dr	[Signature]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Koss Yowell	384 Austin Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT J. CONWAY	410 AUSTIN DR	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATRICK ROBISON	431 AUSTIN DR	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teresa Rode	429 Austin Dr	[Signature]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Sartar	437 AUSTIN DR	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[Signature]	8490 INLAND DR,		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOHN O'MEARA	453 AUSTIN DR	[Signature]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOUG KREMER	477 AUSTIN	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STACEY BARROW	8498 INLAND DR.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Fidler	8494 INLAND DR		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROB CHRISTIAN	445 AUSTIN	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE LEEBS	8301 BAYSHORE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WENDELL SOMMERS	376 AUSTIN DR.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Hornaday	4161 Austin Dr	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KURT HAINES	8500 INLAND Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Harloff	8488 Inland Dr.	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PENNY KOTTARIDIS	412 SEABREEZE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE KOTTARIDIS	412 SEABREEZE	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Proxy Vote – Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

### Proposed Rental Covenant

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
VACANT	8307 CRESTVIEW CIRCLE		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adam Norman	8326 CRESTVIEW CIRCLE	<i>Adam Norman</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Camie Martin	8342 Crestview Cir.	<i>Camie Martin</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheila Thomas	8343 Crestview Cir	<i>Sheila Thomas</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VACANT	8308 CRESTVIEW CIRCLE		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DERRICK OGUNA	8319 NICOLE CT.	<i>Derrick Oguna</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHARI ROSEBOOM	8312 NICOLE CT.	<i>Shari Roseboom</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel R Weiss	8320 Nicole Ct	<i>Daniel R Weiss</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John & Cynthia	8173 Austin Ct	<i>John &amp; Cynthia</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE HUTCHINGS	8152 AUSTIN CT	<i>Mike Hutchings</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARC VAN WOLFF	8171 AUSTIN CT	<i>Marc van Wolff</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SEAN PAT SUMMERS	248 NICOLE BLVD	<i>Sean Pat Summers</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Withycombe	248 NICOLE	<i>Kim Withycombe</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARC BEAMON	304 NICOLE	<i>Marc Beamon</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kristy & David Donlan	362 Nicole	<i>Kristy Donlan</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fields & Fitzgerald	180 Nicole Blvd	<i>Fields &amp; Fitzgerald</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William	174 Nicole Blvd.	<i>William</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yvonne Olson	8159 AUSTIN CT.	<i>Yvonne Olson</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Vaseloff	8341 Nicole Ct Avon In 46123	<i>Steve Vaseloff</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steven L. Davis	180 Austin Dr.	<i>Steven L. Davis</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

### Proposed Rental Covenant

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
Linda Bellis	368 Austin Dr	Linda Bellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
renter → Tim Bitzel	349 AUSTIN DR	Tim Bitzel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lauren Hedman	335 Austin Dr.	Lauren Hedman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sue Wilson	332 Austin Dr	Sue Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENNIS SCOTT	311 WINDWARD CIRCLE	Dennis Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STACEY ESKURY	301 Windward Cir	Stacey Eskury	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pam Irick	295 Windward Cir.	Pam Irick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KENEE LAWSON	294 WINDWARD CIR	Kenee Lawson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Alred	8267 Portside Dr	Susan Alred	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KATHY DAVIS	8233 PORTSIDE DR	Kathy Davis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAUL ELLIS	8250 PORTSIDE DR	Paul Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Karen Mayo	8284 Portside Dr.	Karen Mayo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Seideman	366 WINDWARD CIR	Mark Seideman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robyn Kufeld	365 AUSTIN DR	Robyn Kufeld	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alicia Coy	302 Windward Circle	Alicia R. Coy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Jones	8270 Portside Dr	Ryan Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terri Mulin	8277 Portside Dr	Terri Mulin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wm Morley	8262 Portside Dr	Wm Morley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

### Proposed Rental Covenant

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
TED CARR	8183 AUSTIN CT	Ted Carr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Whiteside	8168 AUSTIN CT	Jim Whiteside	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE MORGAN	231 Nicole Blvd	[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
St. M. M	225 Nicole Blvd.	Steven J. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terresa Maurer	233 Nicole Blvd.	Terresa Maurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARK OTHAWAY	292 NICOLE BLVD	Mark Othaway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Williams	8325 Crestview Circle	Michelle Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Wineinger	266 Nicole Blvd	Brian Wineinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TONY MAURER	233 Nicole Blvd	Tony Maurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rita K. Taylor	316 Nicole Blvd	Rita K. Taylor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WILLIAM E LARISON	348 NICOLE BLVD	W. Larison	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donna Russell	237 Watercrest Way	Donna Russell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jodi Brum	371 Watercrest Way	Jodi Brum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Buller	8411 INLAND DRIVE	John Buller	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kathy Honniger	263 WATERCREST	Kathy Honniger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Douglas R. Boral	301 Watercrest Way	Doug R. Boral	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Franky Genies	321 Watercrest Way	Franky Genies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shelby Puckett	8457 INLAND DR AVON IN		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEESEPH HAMNICK	179 AUSTIN DRIVE		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>









## Proxy Vote - Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

### Proposed Rental Covenant

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
	233 Nicote		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONICA BAKER	8242 Bayshore Ln	Monica Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Miko DeGarcia	8260 Bayshore Ln	Miko DeGarcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rich Holtgrave	8276 Bayshore Ln	Rich Holtgrave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8298 Bayshore Ln		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<sup>STOP HERE</sup> Mollie	8314 Bayshore Ln	K Monday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rental	8338 Bayshore Ln	Renters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	420 Austin Dr		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kimberly A Love	426 Austin Dr	Kimberly A. Love	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Grimes	430 Austin Dr		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JERRY YANCEY	444 Austin Dr	Jerry Yancey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Timmerly	436 Auskin Dr	St. Timmerly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom and Maxy Malloy	450 Auskin Dr	Tom Malloy Maxy Malloy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debbie Ambroster	456 Austin Dr	Debbie Ambroster	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ann+Karl Swihart	460 Austin	Karl Swihart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ken Shotts	450 Hyannis	Bob Shotts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Denny Batasis	464 Hyannis	Denny Batasis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE UBELTOR	486 Hyannis	Mike Ubeltor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Kimmell	491 Hyannis	Robert Kimmell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental	479 Hyannis	Renters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Proxy Vote – Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

**Proposed Rental Covenant**

*Rental of Property.* "All homes shall be occupied by the owner as their primary residence. A land contract purchaser is an owner, but a renter or lessee is not. No home shall be used primarily as a rental property. Property may only be rented if it is also listed for sale. All homes listed for sale must have a 'For Sale' sign prominently posted in the front yard. Homes listed for sale may only be rented for a period of one (1) year. An owner must obtain written approval from the Association for any additional rental time. An owner must demonstrate that he is actively marketing the home and that all dues and assessments are current. The Association shall not withhold approval for an extension except for good cause. This amendment is effective upon passage. It shall not apply to any home that is under a rental agreement or lease prior to passage, unless said home is sold to a new owner after passage."

Printed Name	Street Address	Signature	For	Against	Abstain
SCOTT RITCHIE	8452 INLAND DRIVE	Scott Ritchie	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JON D. GILES, JR.	8422 Inland Dr.	Jon D. Giles, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RICK WARD	8449 Inland Dr	Rick Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID K. GOOD	8441 INLAND	DK Good	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THOMAS SMITH	8435 INLAND	Tom Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEREL CABLE	8403 INLAND	Jerel Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jodi Draper	8379 Inland Dr	Jodi Draper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VERGINIA WALLACE	317 SEABREEZE	Virginia Wallace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathy Downing	8436 Inland	Kathy Downing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christi Harris	8460 Inland Dr.	Christi Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Crane	280 Inland Cir	Linda Crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle McCoy	272 Inland Cir.	Michelle McCoy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Larry E. Dallar	287 Inland Cir	Larry E. Dallar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FRED KLOPPER	8484 INLAND DR	Fred Kloppe	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
JAMES D. CAWTHORN	8485 INLAND DR.	James D. Cawthorn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomasina Martin	8468 Inland Dr	Thomasina Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GREG KRATZENTH	8444 INLAND DR	Greg Kratzen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MELINDA GARDENER	8476 Inland Dr.	Melinda Gardner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Benton	8476 Inland Dr.	Jay Benton	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Proxy Vote – Proposed Austin Lakes Rental Covenant

The officers of the Austin Lakes Homeowners Association (South) have proposed the following addition to our Covenants and Bylaws. In order for it to be added, the approval of 2/3 of the residents must be obtained. Please read the proposed new covenant, fill in your name and address, sign the form and indicate your vote by checking the appropriate box. Thank you.

**Proposed Rental Covenant**

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Printed Name	Street Address	Signature	For	Against	Abstain
David R. Goss	252 Austin Drive	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jenny Chen	251 Austin	<i>[Signature]</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Brecht A. Schuck	229 Austin DR	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John G. Gullett	209 Austin Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Celmer	191 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Copeland	200 Austin Dr	Steve Copeland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jamie Weimer	190 Austin Dr	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maria Buttaton	2108 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert A. Ford	312 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MART WALTERS	328 WATERCROST WAY	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Ross	246 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judy Kinsley	232 Watercrest Way	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob L. Linn	294 Austin Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hal & Rhonda Stewart	305 Austin DR	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert & Patricia Fabert	8357 Inland Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrie M. Garson	276 Austin Dr.	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Janet Falkenberg	230 Austin	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>







**Cross-References:**

1. Austin Lakes North Community Covenants, Conditions and Restrictions recorded with the Recorder of Hendricks County, Indiana on the 7<sup>th</sup> day of July, 1994, in Miscellaneous Book 142, Pages 338-342, as Instrument No. 14060, and the Affidavit recorded with the Recorder of Hendricks County, Indiana, on the 5<sup>th</sup> day of May, 1995, in Book 146, Page 894, as Instrument No. 7096.
2. Supplement to Austin Lakes North Community Covenants, Conditions and Restrictions recorded with the Recorder of Hendricks County, Indiana on the 1<sup>st</sup> day of July, 1999, in Miscellaneous Book 129, Pages 693-712, as Instrument No. 19789.

200500018004  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
06-21-2005 At 09:32 am.  
COVENANTS 17.00

**Austin Lakes North Homeowners Association  
Architectural Approval Guidelines**

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*The Declaration of Covenants, Conditions, and Restrictions covering our subdivision requires that you request approval from the Austin Lakes North Homeowners Association Board of Directors prior to doing any exterior modifications and/or additions to your home or property. Architectural requests submitted by homeowners with outstanding dues will not be honored. The following are the guidelines set forth by the Board of Directors. Please read the guidelines before submitting your architectural request. Refer to your Covenants, Restrictions and Zoning Commitments of our subdivision for specific requirements.*

*Some examples of modifications needing approval are: room additions, decks, porches, fences, changes of exterior colors of your home, storm doors, mini barns, playground equipment, basketball goals, satellite dishes, and major landscaping, etc. While we do not require approved architectural improvements to be professional completed/installed, any and all improvements must maintain the harmonious appearance of the subdivision. If you have any questions concerning whether or not need approval, or questions in general you may contact the Homeowners Association by sending a letter to Monon Management Services, LLC, 6434 N. College Avenue, Suite C, Indianapolis, IN 46220 or call (317) 251-9393.*

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1. **Holiday Art:** All holiday art must be removed within 60 days of the occasion. (Covenants, Section 8)
2. **Mailboxes:** All mailboxes and mailbox posts must be similar in style and color to maintain the harmonious appearance of the subdivision. Brick mailboxes are not allowed. (Covenants, Section 5)
3. **Dog kennels/dog houses:** Galvanized kennels or quarters are not permitted. Dog kennels must be connected to your home and doghouses must be located at no more than a maximum of 3' from the rear of the home. Doghouses must match the exterior of your home. Dog kennels and houses must be well maintained. Kennels can be 10x10 or 10x20. Doghouses can be no larger than 5x5. (Covenants, Section 8 and/or 10)
4. **Satellite Dish:** The Board of Directors must approve placement of satellite dishes. Approved locations will be along the roofline of the rear of your home. Satellite dishes cannot exceed 24" in diameter. (Covenant, Section 8)

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- 5. Unless otherwise provided herein, motor homes, mobile homes, any motor vehicles which are inoperative and not being used for normal transportation, trailers, boats, campers, commercial delivery trucks and similar vehicles shall not be parked or stored upon a lot unless stored within a closed garage. All passenger vehicles shall be parked in garages or in driveways and shall not be parked upon grassy or landscaped areas. Guest passenger vehicles may be parked on the street for a period not exceeding 48 hours; however, this does not include vehicles parked on the streets on a frequent (in excess of 48 hours per month) basis. No vehicles shall be placed on blocks or jacks for purposes of repair, except for repairs made in closed garages. *(Covenant, Section 8)*
- 6. **Exterior Storage:** No storage will be permitted in front of or on the sides of your home. Items must be stored in the garage or an approved out building. Any excess storage will be addressed. *(Covenant, Section 8 and/or 11)*
- 7. **Firewood:** Firewood may be kept in the rear of your house no further than 4' from the rear of your home. It must be kept in an orderly manner. *(Covenant, Section 8)*
- 8. **Outbuildings:** Outbuildings cannot exceed 120 square feet (10x12), and cannot exceed 10' on height. The siding and roof color must match your existing home. All outbuildings must be primarily made of wood. Metal or plastic outbuildings are not acceptable. Outbuildings cannot be constructed in an easement. All outbuildings must follow side yard set back requirements, and be at least 5' from side and rear lot lines. Outbuildings on lake lots must be 3' from your home, as to not obstruct the view of your neighbors. Carports and awnings are not acceptable. *(Following previous precedents/Covenants, Section 3)*
- 9. **Fences:** Chain-link fencing must be black or green vinyl coated. Galvanized fencing will not be permitted. Privacy fencing will not be permitted on lake lots. Vinyl fencing on lake lots can be no higher than 5'. Fencing on all other lots cannot exceed 6' in height. Stockade fencing will not be permitted. Dog-eared, flat-top, shadow style is the permitted style. Fences must be maintained and not create any health or safety hazard. No fencing shall be located any closer than 6' behind the front foundation line or over easements. No exceptions. Approval from the architectural committee must be obtained before a fence can be erected. *(Covenants, Section 13)*
- 10. **Pools:** No permanent above ground pools are permitted. In ground swimming pools must have a 5' to 6' fence around the back yard depending on the location of the lot. *(Covenants, Section 7)*
- 11. **Playground Equipment:** All permanent playground equipment must be submitted for approval. Some equipment structures that pose potential safety hazards, such as trampolines, must meet these additional requirements if they are not contained within a fenced yard. They must have safety netting in place (if applicable), and all steps or stairs must be removed when not in use. Basketball goals must not obstruct the right of way or sidewalks (permanent or portable). *(Covenants, Section 8)*
- 12. **Decks:** Need architectural approval. *(Following previous precedents)*
- 13. **Storm doors and shutters:** Must match the exterior of your home. *(Covenants, Section 8)*
- 14. **Exterior colors:** Exterior colors must maintain the harmonious appearance of the subdivision. *(Covenants, Section 8)*



15. **Lawn art:** Offensive or excessive landscaping that does not maintain the harmonious appearance of the subdivision, or does not project the appropriate image of its residence will not be permitted. (Covenants, Section 8)

*Steven Stremming*  
Steven Stremming

STATE OF INDIANA  
COUNTY OF Indiana

Before me, a Notary Public in and for said County and State, personally appeared **Steven Stremming**, President of the Austin Lakes North Homeowners Association, who acknowledged the execution of the following, and who, having been duly sworn, stated that any representations therein contained are true.

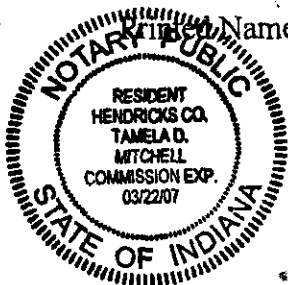
Witness my hand and Notarial Seal this 21 day of June, 2005.

My Commission expires: 03/22/07

*Tamela D Mitchell*  
Notary Public

Residing in Hendricks County

Name: Tamela D Mitchell



This instrument was prepared by: Bernie Eggener, Monon Management Services, LLC, Managing Agent for the Austin Lakes North Homeowners Association, 6434 N. College Avenue, Suite C, Indianapolis, IN 46220. (317) 251-9393



\* 2 0 1 2 1 5 4 9 5 3 \*

HENDRICKS COUNTY RECORDER

06/26/2012 02:23:23PM

**Austin Lakes North Homeowners Association**

**Architectural Approval Guidelines Revised 12/15/08**

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*The Declaration of Covenants, Conditions, and Restrictions covering our subdivision requires that you request approval from the Austin Lakes North Homeowners Association Board of Directors prior to doing any exterior modifications and/or additions to your home or property. Architectural requests submitted by homeowners with outstanding dues will not be honored. The following are the guidelines set forth by the Board of Directors. Please read the guidelines before submitting your architectural request. Refer to your Covenants, Restrictions and Zoning Commitments of our subdivision for specific requirements.*

*Some examples of modifications needing approval are: room additions, decks, porches, fences, changes of exterior colors of your home, storm doors, mini barns, playground equipment, basketball goals, and major landscaping, etc. While we do not require approved architectural improvements to be professionally completed/installed, any and all improvements must maintain the harmonious appearance of the subdivision. If you have any questions concerning whether or not you need approval or have questions in general, you may contact the Chairperson of the Architectural Committee through [HOA.board@austinlakesnorth.com](mailto:HOA.board@austinlakesnorth.com) or by sending a letter to SENTRY MANAGEMENT, Inc., 8425 N. Keystone Crossing, Suite 108, Indianapolis, IN 46240 or call (317) 251-9393.*

200518004

\*\*\*\*\*

1. **Holiday Art:** All holiday art must be removed within 30 days of the occasion. (Covenants, Section 8)
2. **Mailboxes:** All mailboxes and mailbox posts should be similar in style and color to maintain the harmonious appearance of the subdivision and be well maintained in appearance and structure. (Covenants, Section 5)
3. **Dog Kennels/Dog Houses:** Galvanized kennels or quarters are not permitted. Dog kennels must be connected to your home and can be 10' X 10' or 10' X 20'. Dog houses must be located at no more than a maximum of 3' from the rear of the home and be no larger than 5' X 5'. Doghouses must match the exterior of your home, unless the insulated plastic type. Dog kennels and houses must be well-maintained in appearance and structure. (Covenants, Section 8 and/or 10)
4. **Vehicle, Etc. Storage/Parking:** Unless otherwise provided herein, mobile homes, recreational vehicles such as travel trailers, motor homes, campers, boats, ski doos, etc., commercial delivery trucks, vehicles of more than ¾ ton capacity (except while making a delivery or pickup), and similar vehicles shall not be parked or stored upon a lot unless stored within a garage.

Any motor vehicles with any one or more of the following problems, shall not be parked or stored upon a lot unless stored within a closed garage: 1. Not in operational condition, 2. Not bearing the current year's license plate, 3. Not being used for normal transportation, 4. Placed on blocks or jacks for purposes of repair.

All passenger vehicles shall be parked in garages or in driveways and shall not be parked upon grassy or landscaped areas. Guest passenger vehicles may be parked on the street for a period not exceeding 48 hours; however, this does not include vehicles parked on the streets on a frequent (in excess of 48 hours per month) basis. (Covenants, Section 8)

3x3

5. **Exterior Storage:** No storage will be permitted in front of or on the sides of your home including garbage/trash/rubbish can(s). Garbage cans can be placed by the curb no earlier than the evening before pick-up and must be removed from the curb the next day. They should be stored inside the garage, but if that is not possible, then they must be kept behind the house where they are not visible from the street. Other items must be stored in the garage or an approved building. Any excess storage will be addressed. (Covenants, Section 8 and/or 11)
6. **Firewood:** Firewood may be kept in the rear of your house no further than 4' from the rear of your home. It must be kept in an orderly manner. (Covenants, Section 8)
7. **Outbuildings:** Architectural Committee Approval is required before erection of a building. Outbuildings cannot exceed 120 square feet (10' X 12') and cannot exceed 10' in height. The siding and roof color must match your existing home. All outbuildings must be primarily made of wood and be well maintained in appearance and structure. Metal or plastic outbuildings are not acceptable. Outbuildings cannot be constructed in an easement. All outbuildings must follow side yard set back requirements and be at least 5' from side and rear lot lines. Outbuildings on lake lots must be 3' from your home, as to not obstruct the view of your neighbors. Carports and awnings are not acceptable. (Following previous Precedents, Covenants, Section 3)
8. **Fences:** Approval from the Architectural Committee must be obtained before a fence can be erected. Chain-link fencing must be black or green vinyl coated. Galvanized fencing will not be permitted. Privacy fencing will not be permitted on lake lots. Vinyl fencing on lake lots can be no higher than 5'. Fencing on all other lots cannot exceed 6' in height. Stockade fencing will not be permitted. Dog-eared, flat-top and shadow are the permitted styles. Fences must be maintained and not create any health or safety hazard. No fencing shall be located any closer than 6' behind the front foundation line or over easements. No exception. (Covenants, Section 13)
9. **Pools:** In-ground pools and permanent type above-ground pools must be approved by the Architectural Committee prior to any construction. They must be Well-Maintained in appearance and structure. All swimming pools must have a 5' to 6' high fence around the back yard, depending on the location of the lot. Refer to #8 above. (Covenants, Section 7)
10. **Playground Equipment:** Basketball goals (permanent or portable) must not to be put in the streets or on the sidewalks. (Covenants, Section 8)
11. **Decks:** Need Architectural Committee approval. (Following previous precedents)
12. **Storm doors and shutters:** Must match (coordinate with) the exterior of your home. (Covenants, Section 8)
13. **Exterior Colors:** Exterior colors must maintain the harmonious appearance of the subdivision. (Covenants, Section 8)
14. **Lawn Art:** Offensive or excessive landscaping that does not maintain the harmonious appearance of the subdivision, or does not project the appropriate image of its residence will not be permitted. (Covenants, Section 8)

"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."

Name Ruth M. Phillippe (Printed) Ruth M. Phillippe (Signature)

PREPARED BY:

Name Ruth M. Phillippe (Printed) Ruth M. Phillippe (Signature)

STATE OF INDIANA

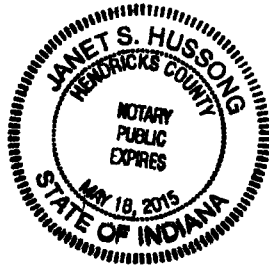
COUNTY OF Hendricks

Before me, a Notary Public in and for said County and State, personally appeared **Ruth M. Phillippe**, Secretary of the Austin Lakes North Homeowners Association, who Acknowledged the execution of the following, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of June, 2012.

My Commission expires May 18, 2015 Janet S. Hussong Notary Public

Residing in Hendricks County Printed Name Janet S. Hussong





**CROSS REFERENCES: Miscellaneous Book 142, Pages 338-342 (Instrument No. 14060);  
Miscellaneous Book 146, Page 894 (Instrument No. 7096); Instrument No. 99-00019789**

## **Austin Lakes North Homeowners Association, Inc. Architectural Guidelines**

### WITNESSETH

WHEREAS, the Austin Lakes North Homeowners Association, Inc. is governed by by-laws and covenants. It is the responsibility of the Board of Directors to establish Rules & Regulations for the health, comfort, safety and welfare of the residents and for the preservation and enhancement of property values in the community in accordance with the Austin Lakes North Community Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Hendricks County, Indiana on July 7, 1994 in Miscellaneous Book 142, Pages 338-342, as Instrument No. 14060 and the Supplement to Austin Lakes North Community Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Hendricks County, Indiana on July 1, 1999 as Instrument No. 99-00019789;

WHEREAS, the Austin Lakes North Homeowners Association, Inc., Board of Directors, desired to adopt Architectural Guidelines and on or about Dec. 6<sup>th</sup>, 2013 (DATE) by a majority vote, adopted these Austin Lakes North Homeowners Association, Inc. Architectural Guidelines as set forth below.

NOW THEREFORE, the governing guidelines noted here within are approved and incorporated in the operating guidelines of the Board of Directors. The purpose is to provide a benchmark for future changes and to address the on-going requests made to the architectural committee by owners. It is the belief of the Board that as the community exists today, it provides harmony, value and an investment to each of its members and owners. Guidelines are necessary to maintain these same qualities and values. The intent is to provide direction and limitation for any variation to the structures as they exist today which would devalue the overall community or damage the architectural integrity in general.

The Covenants, Conditions, and Restrictions covering the Austin Lakes North subdivision requires that an owner request approval from the Austin Lakes North Homeowners Association, Inc. Board of Directors prior to doing any exterior modifications and/or additions to a home or property. Architectural requests submitted by homeowners with outstanding dues will not be honored. The following are the guidelines set forth by the Board of Directors. Owners should read the guidelines before submitting an architectural request. Refer to the Covenants, Conditions and Restrictions and Zoning Commitments of the Austin Lakes North subdivision for specific requirements.

Some examples of modifications needing approval are: room additions, decks, porches, fences, changes of exterior colors of a home, storm doors, mini barns, playground equipment, basketball goals, and major landscaping, etc. While the Board of Directors does not require approved architectural improvements to be professionally completed/installed, any and all improvements must maintain the harmonious appearance of the subdivision. If an owner has any questions concerning whether or not approval is needed or has questions in general, owners may contact the Chairperson of the Architectural Committee through [www.austinlakesnorth.com](http://www.austinlakesnorth.com) and click on Board or by contacting the Community Manager, Cristy McKinney with Sentry Management, Inc.

8425 N. Keystone Crossing, Suite 108  
Indianapolis, IN 46240  
(317) 251-9393 x.212  
[cmckinney@sentrymgt.com](mailto:cmckinney@sentrymgt.com)

- 1. Holiday Art:** All holiday art must be removed within 30 days of the occasion (Covenants, Section 8).
- 2. Mailboxes:** All mailboxes and mailbox posts should be similar in style and color to maintain the harmonious appearance of the subdivision and be well maintained in appearance and structure. House numbers must be on both sides of a mailbox or mailbox post and be reflective/easily seen. (Covenants, Section 5)
- 3. Dog Kennels/Dog Houses:** Galvanized kennels or quarters are not permitted. Both dog kennels and dog houses must begin within three (3) feet of the rear of the house and be well-maintained in appearance and structure. Dog kennels may be up to 10' x 10' and dog houses up to 5' x 5'. Dog houses must match the exterior color of the home, unless they are the insulated plastic type. (Covenants, Section 8 and/or 10)
- 4. Vehicle Storage/Parking:** Unless otherwise provided herein, covered and open trailers, mobile homes, recreational vehicles such as travel trailers, motor homes, campers, boats, ski-doo's; commercial delivery trucks, vehicles of more than ¾ ton capacity (except while making a delivery or pickup), and similar vehicles shall not be parked or stored upon a lot unless stored within a garage. Any motor vehicles with any one or more of the following problems, shall not be parked or stored upon a lot unless stored within a closed garage:
  1. Not in operational condition
  2. Not bearing the current year's license plate

3. Not being used for normal transportation
4. Placed on blocks or jacks for purposes or repair.

All passenger vehicles shall be parked in garages or in driveways and shall not be parked upon grassy or landscaped areas. (Covenants, Section 8)

**5. Exterior Storage:** No storage of personal property will be permitted in front of or alongside of a home, except, garbage/trash container(s) on trash collection day or firewood.

1. Garbage/Trash Container: **Garbage/Trash Containers are only permitted to be left outside for trash collection. Garbage/Trash Containers shall not be permanently stored in front of or alongside of a home and must be kept in an enclosed garage on non-trash collection days.**
2. Firewood: It must be kept in the rear of or at the rear side corner of a house, on a proper rack and in an orderly manner. Other storage is to be in a garage and/or mini barn. Any excess storage will be addressed as a violation. (Covenants, Section 8, 13 and/or 11)

**6. Outbuildings:** Architectural Committee Approval is required before erection of a building. Outbuildings cannot exceed 120 square feet (10' x 12') and cannot exceed 10' in height. The siding and roof color must match an existing home. All outbuildings must be primarily made of wood and be well maintained in appearance and structure. Metal or plastic outbuildings are not acceptable. Outbuildings cannot be constructed in an easement. All outbuildings must follow side yard setback requirements and be at least 5' from side and rear lot lines. Outbuildings on lake lots must be 3' from a home, as to not obstruct the view of neighbors. Carports and awnings are not acceptable. (Following previous Precedents, Covenants, Section 3)

**7. Fences:** Approval from the Architectural Committee must be obtained before a fence can be erected on any lot. Chain-link fencing must be black or green vinyl coated. Galvanized fencing will not be permitted. Privacy fencing will not be permitted on lake lots. Vinyl fencing on lake lots can be no higher than five (5) feet. Fencing on all other lots cannot exceed six (6) feet in height. Stockade fencing will not be permitted. Dog-eared, flat-top and shadow are the permitted styles. Fences must be maintained and not create any health or safety hazard. No fencing shall be located any closer than six (6) feet behind the front foundation line or over easements. No exception. (Covenants, Section 13)

**8. Swimming Pools:**

1. In-ground Pools: Must be approved by the Architectural Committee prior to starting any construction. They must have a fence at least four (4) feet high surrounding the pool itself (including the pool deck). If using an electronically-retractable pool cover, a fence surrounding the pool and deck is not required but for the safety of others, a fence of at least four (4) feet in height surrounding back yard is required.
2. Above-ground Pools: **PLEASE NOTE: NO permanent-type above-ground swimming pools are permitted.**
3. Temporary (seasonal) plastic/vinyl-type pools:

- a. Pools with a depth of 42" or more have the same requirements as an in-ground pool (see above).
- b. Pools with a depth of less than 42" but more than 24" require at least a fence at least four (4) feet high surrounding a back yard to protect the safety of others. (Refer to #7 above)
- c. For pools with a depth of 24" or less, see "Playground Equipment" below.

All pools and fences must be well-maintained in appearance and structure. (Covenants, Section 7 and current State and county regulations)

**\*\*PLEASE NOTE: The HOA will not be held liable for swimming pool related risks/accidents.\*\***

**9. Playground Equipment:**

1. Temporary (seasonal) plastic/vinyl type swimming pools with 24" or less depth are permitted without Architectural Committee approval.
2. Basketball Goals (permanent or portable) must not be put in the streets or on the sidewalks. **Please Note: The HOA Board bears no responsibility for related risks/accidents.** All playground equipment must be well-maintained in appearance. (Covenants, Section 8)

**10. Decks/ Patios and Roofs/Coverings of Decks/Patios:** Each of these need Architectural Committee approval. (Following previous precedents and Covenants, Section 5)

**11. ALL Exterior Colors (including Storm doors, Shutters and Roofing):** Must match (be coordinated) and maintain the harmonious appearance of the subdivision. (Covenants, Section 8)

**12. Yard Maintenance/Landscaping:** Lack of proper yard maintenance and offensive or excessive landscaping that does not maintain the harmonious appearance of the subdivision or does not project the appropriate image of its residents will not be permitted. (Covenants, Section 8)

**13. Exterior Antennas and Satellite Dishes:** Approved locations: Antennas are to be in a backyard, and Satellite Dishes are to be on a roof. These are to be in operational condition at all times.



IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Austin Lakes North Homeowners Association, Inc. Architectural Guidelines and certify the truth of the facts herein stated, this 5<sup>th</sup> day of December, 2013.

AUSTIN LAKES NORTH HOMEOWNERS ASSOCIATION, INC.

David Benware  
David Benware, President  
Austin Lakes North Homeowners Ass'n, Inc.

Ruth M. Phillippe  
Ruth M. Phillippe, Secretary  
Austin Lakes North Homeowners Ass'n, Inc.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

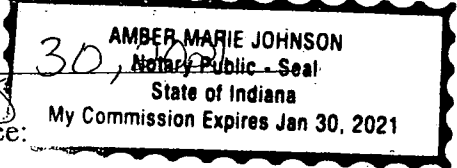
Before me, a Notary Public in and for said County and State, personally appeared Ruth M. Phillippe and David Benware, who acknowledged the execution of the foregoing Austin Lakes North Homeowners Association, Inc. Architectural Guidelines, and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal this 5 day of December 2013.

Amber M Johnson  
Signature

Amber M Johnson  
Printed Name

My Commission Expires:

January 30, 2021  


County of Residence: Hamilton

"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."

NAME Courtney S. Figg

I have taken reasonable care to redact any and all Social Security numbers from this document.  
Courtney S. Figg, Esq.

This instrument prepared by: Courtney S. Figg, Attorney at Law, EADS MURRAY & PUGH, P.C., 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.



**CROSS REFERENCES: Miscellaneous Book 142, Pages 338-342 (Instrument No. 14060);  
Miscellaneous Book 146, Page 894 (Instrument No. 7096); Instrument No. 99-00019789**

## **Austin Lakes North Homeowners Association, Inc. Architectural Guidelines**

### WITNESSETH

WHEREAS, the Austin Lakes North Homeowners Association, Inc. is governed by by-laws and covenants. It is the responsibility of the Board of Directors to establish Rules & Regulations for the health, comfort, safety and welfare of the residents and for the preservation and enhancement of property values in the community in accordance with the Austin Lakes North Community Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Hendricks County, Indiana on July 7, 1994 in Miscellaneous Book 142, Pages 338-342, as Instrument No. 14060 and the Supplement to Austin Lakes North Community Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Hendricks County, Indiana on July 1, 1999 as Instrument No. 99-00019789;

WHEREAS, the Austin Lakes North Homeowners Association, Inc., Board of Directors, desired to adopt Architectural Guidelines and on or about Dec. 6<sup>th</sup>, 2013 (DATE) by a majority vote, adopted these Austin Lakes North Homeowners Association, Inc. Architectural Guidelines as set forth below.

NOW THEREFORE, the governing guidelines noted here within are approved and incorporated in the operating guidelines of the Board of Directors. The purpose is to provide a benchmark for future changes and to address the on-going requests made to the architectural committee by owners. It is the belief of the Board that as the community exists today, it provides harmony, value and an investment to each of its members and owners. Guidelines are necessary to maintain these same qualities and values. The intent is to provide direction and limitation for any variation to the structures as they exist today which would devalue the overall community or damage the architectural integrity in general.

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The Covenants, Conditions, and Restrictions covering the Austin Lakes North subdivision requires that an owner request approval from the Austin Lakes North Homeowners Association, Inc. Board of Directors prior to doing any exterior modifications and/or additions to a home or property. Architectural requests submitted by homeowners with outstanding dues will not be honored. The following are the guidelines set forth by the Board of Directors. Owners should read the guidelines before submitting an architectural request. Refer to the Covenants, Conditions and Restrictions and Zoning Commitments of the Austin Lakes North subdivision for specific requirements.

Some examples of modifications needing approval are: room additions, decks, porches, fences, changes of exterior colors of a home, storm doors, mini barns, playground equipment, basketball goals, and major landscaping, etc. While the Board of Directors does not require approved architectural improvements to be professionally completed/installed, any and all improvements must maintain the harmonious appearance of the subdivision. If an owner has any questions concerning whether or not approval is needed or has questions in general, owners may contact the Chairperson of the Architectural Committee through [www.austinlakesnorth.com](http://www.austinlakesnorth.com) and click on Board or by contacting the Community Manager, Cristy McKinney with Sentry Management, Inc.

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IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Austin Lakes North Homeowners Association, Inc. Architectural Guidelines and certify the truth of the facts herein stated, this 5<sup>th</sup> day of December, 2013.

AUSTIN LAKES NORTH HOMEOWNERS ASSOCIATION, INC.

David Benware  
David Benware, President  
Austin Lakes North Homeowners Ass'n, Inc.

Ruth M. Phillippe  
Ruth M. Phillippe, Secretary  
Austin Lakes North Homeowners Ass'n, Inc.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

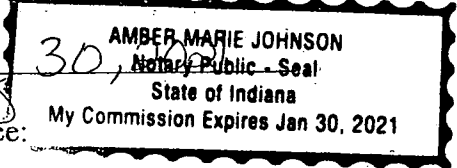
Before me, a Notary Public in and for said County and State, personally appeared Ruth M. Phillippe and David Benware, who acknowledged the execution of the foregoing Austin Lakes North Homeowners Association, Inc. Architectural Guidelines, and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal this 5 day of December 2013.

Amber M Johnson  
Signature

Amber M Johnson  
Printed Name

My Commission Expires:

January 30, 2021  


County of Residence: Hamilton

"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."

NAME Courtney S. Figg

I have taken reasonable care to redact any and all Social Security numbers from this document.  
Courtney S. Figg, Esq.

This instrument prepared by: Courtney S. Figg, Attorney at Law, EADS MURRAY & PUGH, P.C., 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.



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- Cross-Reference:
- Austin Lakes, Section I (Plat), Instrument #199000089
  - Austin Lakes, Section I (Amended Plat), Instrument #199005787
  - Austin Lakes, Section II (Plat), Instrument #199110117
  - Austin Lakes, Section III (Plat), Instrument #199110118
  - Austin Lakes, Section IV (Plat), Instrument #199217153
  - Austin Lakes, Section V (Plat), Instrument #199323783
  - Austin Lakes, Section VI (Plat), Instrument #199313703
  - Austin Lakes, Declaration of Covenants, Instrument #199000090
- 

**REVISED AND RESTATED**

**CODE OF BYLAWS**

for

**AUSTIN LAKES PROPERTY OWNERS ASSOCIATION, INC.**

COMES NOW the Austin Lakes Property Owners Association, Inc., by its Board of Directors, on this  
\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Hendricks County, Indiana commonly known as Austin Lakes was established upon the recording of certain documents with the Office of the Recorder for Hendricks County, Indiana; and

**WHEREAS**, the Plat for Austin Lakes, Section I, was recorded with the Office of the Hendricks County Recorder on February 5, 1990, as **Instrument #199000089** (Plat Cabinet 1, Slide 58-60); and

**WHEREAS**, the Plat for Austin Lakes, Section I (Amended), was recorded with the Office of the Hendricks County Recorder on June 11, 1990, as **Instrument #199005787** (Plat Cabinet 1, Slide 75-77); and

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51           **WHEREAS**, the Plat for Austin Lakes, Section II, was recorded with the Office of the Hendricks  
52 County Recorder on November 5, 1991, as **Instrument #199110117** (Plat Cabinet 1, Slide 164); and

53  
54           **WHEREAS**, the Plat for Austin Lakes, Section III, was recorded with the Office of the  
55 Hendricks County Recorder on November 5, 1990, as **Instrument #199110118** (Plat Cabinet 1, Slide  
56 165); and

57  
58           **WHEREAS**, the Plat for Austin Lakes, Section IV, was recorded with the Office of the  
59 Hendricks County Recorder on September 17, 1992, as **Instrument #199217153** (Plat Cabinet 2, Slide  
60 11); and

61  
62           **WHEREAS**, the Plat for Austin Lakes, Section V, was recorded with the Office of the Hendricks  
63 County Recorder on November 9, 1993, as **Instrument #199323783** (Plat Cabinet 2, Slide 92-93); and

64  
65           **WHEREAS**, the Plat for Austin Lakes, Section VI, was recorded with the Office of the  
66 Hendricks County Recorder on July 7, 1993, as **Instrument #199313703** (Plat Cabinet 2, Slide 59); and

67  
68           **WHEREAS**, the Austin Lakes subdivision is subject to Covenants which run with the land,  
69 namely the Restrictions of Austin Lakes, Section 1 (“Declaration”) recorded in the Office of the  
70 Hendricks County Recorder on February 5, 1990, as **Instrument #199000090** (Book 120, Page 648-660),  
71 which states that by taking a deed to any Lot within the Austin Lakes subdivision each owner becomes a  
72 mandatory member of the Austin Lakes Property Owners Association (“Association”); and

73  
74           **WHEREAS**, the Association was incorporated as described in the Declaration as a non-profit  
75 corporation pursuant to Articles of Incorporation (“Articles”) filed with, and approved by, the Indiana  
76 Secretary of State on March 7, 1990; and

77  
78           **WHEREAS**, the Code of Bylaws, Article X, Section 1, states that the Board of Directors of the  
79 Corporation has the power to amend the Bylaws of the Corporation, by a majority vote of a quorum of the  
80 Board of Directors of the Corporation, voting in person or by proxy; and

81  
82           **WHEREFORE**, pursuant to the authority granted to the Board of Directors by the Bylaws, a  
83 majority of the Board of Directors have voted to adopt this Revised and Restated Code of Bylaws. This  
84 Revised and Restated Code of Bylaws does not conflict in any manner with any provision contained in  
85 the Declaration or the Articles of Incorporation, and it is the intention of the Association that this Revised  
86 and Restated Code of Bylaws replace all formerly adopted Bylaws and any amendments thereto, if any.

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89                                   **[End of Recitals]**

90                                   **[Remainder of Page Left Intentionally Blank]**  
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95 REVISED AND RESTATED

96  
97 CODE OF BYLAWS

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101 AUSTIN LAKES PROPERTY OWNERS ASSOCIATION, INC.

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107 ARTICLE I

108 Identification

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111 **Section 1. Name.** The name of the corporation is "Austin Lakes Property Owners Association,  
112 Inc." (also referred to as "Corporation" or "Association").

113  
114 **Section 2. Principal Office and Registered Agent.** The name and post office address of the  
115 principal office of the Association is: Austin Lakes Property Owners Association, Inc., 11711 N. College  
116 Ave., Suite 100, Carmel, IN 46032, or as updated from time to time with the Indiana Secretary of State's  
117 Office.

118 The registered agent of the corporation is currently: Community Association Services of Indiana,  
119 11711 N. College Ave., Suite 100, Carmel, IN 46032. However, it should be noted that the registered  
120 agent may be a member of the Board of Directors, a hired management agent, or other professional  
121 representing the Association and can potentially change from year to year. Therefore, the current  
122 registered agent of the Association can be determined through the most recent annual business entity  
123 report filed with the Indiana Secretary of State's office.

124 The principal office of the Association will also serve as the registered place of business of the  
125 Association; however, it should be noted that the principal office for the Association can be changed by  
126 the Board of Directors and does not have to be the same as the registered place of business of the  
127 Association.

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131 ARTICLE II

132 Definitions

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135 **Section 1.** "Act" means the Indiana Nonprofit Corporation Act of 1991 and any subsequent  
136 amendments thereto.

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138 **Section 2.** "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the  
139 Corporation filed with the Office of the Secretary of State of Indiana, and includes any amendments that  
140 have been made to the original Articles.

141  
142 **Section 3.** "Association" or "Corporation" means the Austin Lakes Property Owners  
143 Association, Inc.

144  
145 **Section 4.** “Board of Directors” means the Board of Directors of the Association.

146  
147 **Section 5.** “Bylaws” means this Revised and Restated Code of Bylaws, including any  
148 amendments or revisions made to it by the Association.

149  
150 **Section 6.** “Common Expenses” means the expenses shared by the owners on a pro-rata basis for  
151 the care and upkeep of the common areas, enforcement of the Declaration, and administration of the  
152 Association in Austin Lakes.

153  
154 **Section 7.** “Declarant” or “Developer” means Austin Lakes Joint Venture.

155  
156 **Section 8.** “Declaration” means the Restrictions of Austin Lakes, Section 1, recorded in the  
157 Office of the Recorder of Hendricks County, Indiana, on February 5, 1990, as **Instrument #199000090**  
158 (Book 120, Pages 648-660), and any amendments properly made to the Declaration, if any.

159  
160 **Section 9.** “Director” means an individual member of the Board of Directors that has been  
161 elected or appointed to the Board of Directors following the procedures outlined in the Bylaws.

162  
163 **Section 10.** “Owner” also referred to as “Member”, means the person or collection of persons  
164 who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area  
165 in the Austin Lakes subdivision, but excluding those persons having such interest merely as security for  
166 the performance of an obligation.

167  
168 **Section 11.** “Property”, “Properties”, “Real Estate” and “Tract” means the real estate described  
169 on the various recorded Plats for the Austin Lakes Development.

170  
171 **Section 12.** All other terms used in these Bylaws not listed in this Article are to use the meaning  
172 given to them in the Declaration or by law.

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176 **ARTICLE III**

177  
178 **Membership, Meetings, and Voting Rights**

179  
180 **Section 1. Membership:** Terms, provisions, and conditions governing and relating to  
181 membership in the Association, transfer of membership and voting rights of the Members are listed in the  
182 Declaration and Articles and are incorporated into these Bylaws by reference.

183  
184 **Section 2. Quorum and Adjournments:** At any meeting of the membership, unless otherwise  
185 required by the Declaration, the presence of Members, in person or by proxy, entitled to cast five percent  
186 (5%) of the total number of valid and eligible Owner votes will make up a quorum. For purposes of this  
187 section, the term “eligible” means any Owner whose privileges are not suspended for any reason as set  
188 forth in the Declaration, Articles or these Bylaws. If a Member has had his voting rights suspended  
189 pursuant to the Declaration, Articles or these Bylaws, then that Member’s vote is not considered a valid or  
190 eligible vote toward calculating quorum requirements. After a Member’s vote is represented, either in  
191 person or by proxy, for any purpose at a meeting, the Member’s vote will be considered present for  
192 quorum purposes for the remainder of the meeting and for any adjournment of that meeting, even if the  
193 Member leaves the meeting before a vote is taken.

194 If quorum is not met at the first meeting, then the Board may call another meeting, and at this  
195 new meeting, the quorum will be the numbers of Owners who appear at the meeting. A follow-up  
196 meeting(s) may be called without a new notice being sent to the Members if it is called within sixty (60)  
197 days following the preceding meeting. If the follow-up meeting is reset more than sixty (60) days from  
198 the previous meeting, then a new meeting notice must be sent to the Members.

199 For meetings at which: a) a change to the basis or maximum annual assessment is to be voted  
200 upon; b) a special assessment is to be voted upon; or c) where the removal of one or more directors is to  
201 be voted upon; the presence of owners, in person, by ballot or by proxy, entitled to cast sixty percent  
202 (60%) of the total number of eligible voting owner votes shall constitute a quorum at the first meeting. If  
203 a sixty percent (60%) quorum is not met at the first meeting for one of the above issues, then a subsequent  
204 meeting(s) may be called within sixty (60) days, and the quorum requirement at the subsequent  
205 meeting(s) shall drop by one-half of the quorum requirement at the preceding meeting until a meeting  
206 where quorum exists is held. However, no subsequent meeting(s) may be called more than sixty (60)  
207 days after the preceding meeting.

208  
209 **Section 3. Meetings:** Meetings of the Members of the Association will follow these procedures:

210  
211 A. **Place.** Meetings of the Members will be held in Hendricks County, Indiana, at a location  
212 picked by the Board of Directors of the Association.

213  
214 B. **Annual Meeting.** The Board of Directors of the Association will set a date for the  
215 Association's Annual Meeting to be held each year. The only limitation to setting the  
216 date for the Annual Meeting is that the Annual Meeting must be held within fifteen (15)  
217 months after the previous annual meeting. However, the specific date, time and place of  
218 the Annual Meeting are to be determined by the Board of Directors. At each Annual  
219 Meeting, the Members may conduct director elections, unless a separate date for director  
220 elections is used, and transact any other Association business to be properly addressed at  
221 the meeting.

222  
223 C. **Special Meetings.** A Special Meeting of the Lot Owners may be called by: a) the  
224 President; b) resolution approved by a majority of the Board of Directors; or c) by written  
225 petition signed by at least ten percent (10%) of the lot owners. The petition must be  
226 presented to the President or Secretary of the Association and must state the purpose(s)  
227 for which the Special Meeting is to be called. A Special Meeting may be called by the  
228 membership only to address items that are within the member's authority to review and  
229 vote upon.

230 The Board of Directors has thirty (30) days from the date the Secretary receives a  
231 properly signed petition from the members to send a notice to the membership calling the  
232 requested Special Meeting. The purpose(s) of the Special Meeting, along with the date,  
233 time and location of the Special Meeting must be stated in the meeting notice sent to the  
234 lot owners. No business shall be transacted at a Special Meeting except as stated in the  
235 notice of the meeting, unless all the lot owners are present.

236 It should be noted that according to the Act, the members may not call or hold a  
237 Special Meeting of the members without first submitting a petition, signed by not less  
238 than ten percent (10%) of the members, asking the Board of Directors to call a Special  
239 Meeting as set forth above. If the Board refuses to send a notice within thirty (30) days  
240 of receiving a proper petition setting a Special Meeting as requested by the members,  
241 then the members may call a Special Meeting of the membership on their own.

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D. **Notice of Meetings.** Written or printed notices stating the place, day and hour of a meeting and, in case of a Special Meeting, the purpose or purposes for which the Special Meeting is called, must be delivered or mailed by the Secretary of the Association to each member of the Association eligible to vote at the meeting. This meeting notice must be sent to the member's last known address as appears upon the records of the Association at least ten (10) days before, but no more than sixty (60) days before, the meeting date.

Notices of any meeting may be mailed by first class U.S. Mail. Notices of meetings may also be hand-delivered to an owner's residence. If the owner consents to electronic service, then notice of meetings may be provided to owners by email or postings on the Association's website, if the Association has one.

The Association does not have a duty to research or locate new or alternate addresses for an owner. It is the owner's responsibility to make sure the Association has the owner's current mailing or contact information.

Notice of any meeting of the members may be waived in writing by any owner or by the owner's attendance at the meeting in person, by proxy or by ballot.

E. **Order of Business.** The order of business at meetings of the members will, to the extent applicable, be as follows:

1. Call to Order.
2. The reading of minutes of the preceding annual meeting (if an annual meeting).
3. Reports of officers.
4. Reports of committees.
5. Treasurer's Report and review of Annual Budget (if an annual meeting).
6. Election of director(s) (if an annual or election meeting).
7. Unfinished business.
8. New business.
9. Adjournment.

**Section 4. Voting at Meetings.**

A. **Voting Rights.** Unless otherwise suspended, each lot will be entitled to cast one (1) vote on each issue properly brought before the membership. In the event any lot is owned by more than one person, the owners will decide among themselves which co-owner of the lot will cast the vote(s) for that lot at a meeting of the members. In the event the lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the lot.

B. **Proxies.** Any eligible member may vote either in person or by his duly appointed proxy. When a member wishes to appoint a proxy to vote in his place, the member must designate the name of his proxy in writing and deliver it to the Secretary of the Association. The proxy is effective once it is received by the Association. If the member fails to name the person appointed to be his proxy on the proxy form, the proxy will be counted toward quorum and the designated officer of the Association shown on the proxy form will cast the member's vote(s).

A proxy must contain:

- a. The name and address of the Association member giving the proxy;
- b. The name of the individual who can exercise the member's proxy;
- c. The date on which the proxy is given;
- d. The date of the meeting for which the proxy is given;

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- e. The member's signature;
- f. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise the member's proxy.

A proxy is only valid for one hundred eighty (180) days from the date it is signed, and only for the designated meeting and any continuations of that designated meeting. A proxy may be revoked in writing by the member prior to being exercised or by the member's personal attendance at the meeting where the proxy appointment was to be used.

Unless excused by the presiding officer, all proxies must be received by the Association at least two (2) business days before the date of the scheduled meeting where the proxy is to be counted. That will give the Association sufficient time to verify the validity of the proxy.

If a member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. If a member signs more than one (1) proxy to be used at a particular meeting, and it cannot be determined which proxy is the latest in time, then none of the member's proxies shall be counted or voted.

If a member has his voting privileges suspended for any reason, then he cannot vote, whether in person or by proxy. In addition, any member who is suspended for any reason cannot serve as a proxy for another member.

C. **Majority Required.** Unless a higher percentage is required by the Declaration, Articles or these Bylaws, each question or action voted on will be passed if it is approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present.

D. **Suspension of Voting Rights.** No member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association will be eligible to vote, either in person or by proxy.

For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors, whichever is later in time. If the amount due to the Association is for an obligation other than assessments, such as reimbursement for a covenant violation or court judgment, then the thirty (30) day period will start on the date the amount became due.

The term "payment" means the payment of all amounts due to the Association, including any assessments, collection fees, interest, late fees, administrative or management company fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within thirty (30) days of becoming due, then that owner's voting rights will stay suspended until the entire amount due to the Association is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not end any suspension under this provision until the funds from the payment are actually received by the Association. The Board of Directors is free to adopt additional rules regarding the suspension of voting rights as they deem necessary or appropriate for the failure of an owner to pay any sums owed to the Association.

**Section 5. Action by Written Ballot, Etc.** Any action required or permitted to be taken at any meeting of the Members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every owner eligible to vote on the matter. To be valid, the ballot must contain:

- a) the printed name of the lot owner;
- b) the signature of the lot owner;

- 346 c) the lot(s) owned or being purchased by the lot owner; and  
347 d) the date the ballot is being signed.

348  
349 Approval by written ballot is only valid if:

- 350 a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to  
351 be present at a meeting authoring such action; and  
352 b) the number of approvals equals or exceeds the number of votes required to approve the matter  
353 at a meeting.

354  
355 The written ballot must set forth each proposed action and provide an opportunity for the owner  
356 to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must  
357 indicate:

- 358 a) the number of responses needed to meet the quorum requirements;  
359 b) the percentage of approvals necessary to approve each matter, except for the election of  
360 directors; and  
361 c) specify the time by which a ballot must be received by the Association to be counted.

362  
363 If a meeting is to be held, then ballots may be mailed to the Association's registered office prior  
364 to the meeting date; however, unless otherwise stated on the ballot, all ballots cast by owners NOT  
365 attending the meeting must be RECEIVED at the Association's registered office by the end of business at  
366 least two (2) business days prior to the date of the meeting in order to be counted. Unless otherwise  
367 stated on the ballot, any ballots received less than two (2) business days prior to the meeting date will not  
368 be counted.

369 If a meeting is NOT to be held, then owners must mail their ballot to the Association's registered  
370 office by the due date stated on the ballot.

371 Only official ballots sent to the owners by the Association will be accepted. Unofficial ballots  
372 will not be counted. Each owner must fully fill out the ballot, print their name and address and sign the  
373 ballot. The Board of Directors may adopt additional voting procedures for submitting and processing  
374 ballots.

375 If an owner signs or submits more than one ballot, the latest in time, if possible to determine, is  
376 considered to be valid. However, if an owner signs or submits more than one ballot, and it is not possible  
377 to determine which ballot is to be used, the Board may reject all ballots submitted by that owner.

378 In addition, voting and meeting participation may be held or performed in any manner set forth in  
379 the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to  
380 participate in Association actions.

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## 384 ARTICLE IV

### 385 Nomination and Election of Directors

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388 **Section 1. Nominations.** Nominations for the Board of Directors may be made by any Owner  
389 from those persons eligible to serve. Such nominations may be made in writing and presented to the  
390 Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a  
391 deadline date for submitting written nominations prior to the annual meeting.

392 If an insufficient number of written nominations are received prior to the date of the annual  
393 meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be  
394 accepted from the floor prior to voting on any open Directorship position.  
395

396 If a sufficient number of written nominations are received prior to the date of the annual meeting  
397 to fill all Board positions open for election at the annual meeting, then the presiding officer of the annual  
398 meeting has the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept  
399 additional oral nominations from the floor prior to voting on any open Directorship position.  
400

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

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

409 If there is a tie for a directorship position(s), the nominees involved in the tie may agree to the  
410 end result without the need for a new run-off vote. If the nominees cannot resolve the election dispute by  
411 agreement, then the presiding officer will have the sole discretion to decide the issue by either: 1)  
412 conducting a run-off ballot vote by the members; 2) draw from a hat; or 3) the flip of a coin.

413 In the event no quorum is present at an annual meeting of the Association, or if a sufficient  
414 number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by  
415 slating, written petition or oral nomination, then the remaining members of the Board of Directors may  
416 fill any directorship positions open for election at the annual meeting. Any Director so appointed to fill  
417 an open position on the Board of Directors will serve the same term as if elected by the members at the  
418 annual meeting.  
419

420 **Section 3. Conducting Elections by Ballot.** The election of directors may be conducted by  
421 ballot so that owners may select their nominees and send in their votes prior to the annual or election  
422 meeting. If the number of written nominations received by the Association before the deadline date  
423 exceeds the number of open board positions to be filled at the annual or election meeting, then a ballot  
424 will be mailed to each owner for voting on new board members. *If the election of directors is conducted*  
425 *by ballot voting, then NO write-in nominations or nominations from the floor of the meeting will be*  
426 *accepted so everyone has a chance to vote on the same list of candidates.*

427 If the number of written nominations received by the Association before the deadline date  
428 matches the number of open board positions to be filled at the annual or election meeting, then there is no  
429 reason to incur the expense of a mailed ballot since all submitted nominees will be elected by default. In  
430 this situation, the Board may simply waive ballot voting and accept the submitted nominees by voice vote  
431 at the annual or election meeting.

432 If an insufficient number of written nominations are received by the deadline date to fill all Board  
433 positions open for election at the annual or election meeting, then ballot voting will not be conducted and  
434 oral nominations will be accepted from the floor of the meeting prior to voting on any open Directorship  
435 position.  
436

## 437 ARTICLE V

### 438 Board of Directors

#### 439 **Section 1. Number, Qualifications and Term of Office.**

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441  
442 (a). **Number.** The affairs of the Association will be governed and managed by the  
443 Board of Directors (collectively called the "Board" or "Directors" and individually called  
444 "Director"). The Board of Directors will be composed of five (5) persons, with the minimum  
445 number of Directors being three (3) and the maximum number being nine (9). The exact number  
446

447 of Directors may be increased or decreased, as permitted by law, by resolution of the Board of  
448 Directors at any time. If the number of directors currently serving changes due to the resignation  
449 or removal of directors, or if an insufficient number of members volunteer to fill all possible  
450 Board positions, the Board will continue to function with the remaining number of directors until  
451 those vacancies are filled so long as there are at least three (3) directors serving as required by IC  
452 23-17-12-3.

453  
454 (b). **Qualifications.** A Director must be an owner that maintains his primary place of  
455 residence in the Austin Lakes community and does not have his membership rights in the  
456 Association suspended for any reason as set forth in the Declaration, Articles or these Bylaws.  
457 No lot may be represented on the Board by more than one person or representative at the same  
458 time; nor can an owner, along with a spouse, significant other or family member, hold more than  
459 one (1) directorship at the same time, even if the owner, spouse, significant other, or family  
460 member owns more than one (1) lot in Austin Lakes.

461  
462 (c). **Term of Office Generally.** All directors serve a three (3) year term of office and  
463 the terms of the directors will continue to rotate so that approximately one-third (1/3) of the  
464 directors will be up for election each year.

465 If the staggered election rotation is ever lost, then at the next election of directors, two (2)  
466 directors will be elected to serve a three (3) year term of office, two (2) directors will be elected  
467 to serve a two (2) year term of office, and one (1) director will be elected to serve a one (1) year  
468 term of office. For all future elections, directors will be elected to serve a three (3) year term of  
469 office.

470 Each director will serve his full term and will continue to serve until his successor is  
471 properly elected and/or qualified.

## 472 473 474 **Section 2. Vacancies and Removal.**

475  
476 (a). **Vacancies.** Unless a director is removed from the Board by a vote of the owners,  
477 any vacancy or vacancies occurring in the Board will be filled by a vote of a majority of the  
478 remaining members of the Board. A director appointed by the Board or elected by the members  
479 to fill a vacancy on the Board will serve the remaining portion of the Board term of the director  
480 he is replacing.

481  
482 (b). **Removal.** A director or directors may be removed with or without cause by vote of  
483 a majority of the voting Members at a special meeting of the Members duly called and  
484 constituted. If a director is removed by a vote of the Members, then a successor will be elected at  
485 the same meeting from eligible Members nominated at the meeting. The person elected to fill the  
486 spot of the removed director will serve the remaining portion of the Board term of the director he  
487 is replacing.

488 Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to  
489 time, and the Articles of Incorporation, Article VI, Section 2, the Board of Directors also may  
490 remove a director from the Board by a two-thirds (2/3) vote of the Board for the following  
491 specific acts: a) failing to attend three (3) or more consecutive meetings of the Board of  
492 Directors; b) becoming ineligible to serve on the Board according to any terms set forth in the  
493 Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or criminal behavior  
494 while performing his duties as a director; d) breach or disclosure of confidential Board or owner  
495 information to person(s) not on the Board; or e) performing any action in the name of or on behalf  
496 of the Association that is not within the director's duties as set forth under the Bylaws, was not  
497 previously authorized by the Board, or was not subsequently ratified by the Board.



498 If a director is removed by a vote of the Board, the vacancy will be filled by a majority  
499 vote of the remaining Directors and the appointee will serve the remaining portion of the Board  
500 term of the director he is replacing.  
501

502 **Section 3. Duties of the Board of Directors.** The Board of Directors is the governing body of  
503 the Association. The Board is responsible for overseeing the functions and duties of the Association,  
504 which includes such things as the administration of the Real Estate; the enforcement of the Declaration of  
505 Covenants and Rules and Regulations, if any; providing lawn care, pond care or other forms of Common  
506 Area maintenance and upkeep within the community; and collecting assessments and paying the common  
507 expenses of the Association.

508 The Board is to carry out these duties in good faith, with the care an ordinarily prudent person in  
509 a like position would exercise under similar conditions, and in a manner the Board believes to be in the  
510 best interest of the Association. The availability of funds, the unforeseen or unexpected nature of  
511 expenses caused by natural, administrative, or regulatory reasons, or any other factor or factors which  
512 may hinder or prevent the Board from taking action to fulfill any of these duties will be considered in  
513 determining the reasonableness of the Board's actions or failure to provide certain services or  
514 maintenance as required.

515 The Board may hire a managing agent. The managing agent, if one is hired, will help the Board  
516 in carrying out its duties, which may include such things as:

- 517
- 518 (a) maintenance, repair, and upkeep of the Common Areas, if any;
  - 519 (b) assessment and collection from the Owners of their respective share of the Common  
520 Expenses;
  - 521 (d) preparation of an annual budget for the operation of the Association and anticipated  
522 Common Expenses, a copy of which will be mailed or delivered to each Owner;
  - 523 (e) preparing and delivering annually to the Owners a full accounting of all receipts and  
524 expenses incurred in the prior fiscal year;
  - 525 (f) keeping a current, accurate and detailed record of receipts and expenditures for the  
526 Common Expenses and the business and affairs of the Association (i.e. an income /  
527 expense report), itemizing the Common Expenses when possible;
  - 528 (g) obtaining and maintaining for the benefit of the Association, the Owners, any Managing  
529 Agent and the Board the insurance coverage required under this Declaration and such  
530 other insurance coverage as the Board, in its sole discretion, decides is necessary or  
531 advisable;
  - 532 (h) paying any taxes and other necessary costs that are part of the Common Expenses;
  - 533 (i) enforcing the covenants, restrictions, bylaws and rules and regulations set forth in the  
534 Declaration, Articles, Bylaws or adopted rules and regulations;
  - 535 (j) all duties and obligations imposed upon the Association or the Board in the Declaration,  
536 the Articles, the Bylaws or the Act.

537

538 **Section 4. Powers of the Board of Directors.** The Board of Directors will have the powers that  
539 are reasonable and necessary to perform its duties. Some of these powers include the power to:

- 540 (a) hire a managing agent to assist the Board in performing its duties;
- 541 (b) purchase, lease or obtain for the Association any equipment, materials, labor and services  
542 that will help the Board perform its functions and duties;
- 543 (c) employ legal counsel, architects, contractors, accountants and others to help advise the  
544 Board on the business and affairs of the Association;
- 545 (d) hire, oversee, and discharge personnel that the Board decides is necessary to help perform  
546 the maintenance, upkeep, repair and replacement of those duties that are part of the  
547 Common Expenses;

- 548 (e) assess the owners for the costs of performing all of the functions, duties and obligations  
549 of the Association as Common Expenses and to pay all such costs from those  
550 assessments;
- 551 (f) open and maintain a bank account or accounts in the name of the Association;
- 552 (g) create, adopt, revise, amend or alter from time to time such additional rules and  
553 regulations with respect to use, occupancy, operation, enjoyment, and architectural  
554 additions or modifications of the Property, including the individual lots and streets  
555 (whether public or private), as the Board in its discretion deems necessary or advisable,  
556 with these rules and regulations being in addition to or supplementing the provisions set  
557 forth in the Declaration; provided, however, that copies of any such additional rules and  
558 regulations so adopted by the Board must be either promptly delivered to all Owners at  
559 the Owner's last known address or recorded in the Office of the Hendricks County  
560 Recorder;
- 561 (h) take any and all appropriate action, including legal action, if necessary, to enforce or gain  
562 compliance by all Owners of the provisions, restrictions or requirements within  
563 Declaration, Articles, Bylaws, or rules and regulations of the Association;
- 564

565 **Section 5. Annual Meeting.** The Board of Directors must meet annually, without notice,  
566 immediately following, and at the same place as, the annual or election meeting of the membership; or at  
567 the next regularly scheduled Board meeting, for the purpose of electing officers.

568

569 **Section 6. Regular Meetings.** Regular meetings of the Board of Directors will be held at such  
570 regular intervals, without notice, at such place and hour as may be determined from time to time by  
571 resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a  
572 regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided  
573 to each director at least forty-eight (48) hours prior to the meeting.

574

575 **Section 7. Special Meetings.** Special meetings of the Board of Directors may be called by the  
576 President or by a majority of the members of the Board of Directors, at any place within or without the  
577 State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of  
578 the meeting, given to each Director personally, by telephone or email at least three (3) days before the  
579 meeting.

580

581 **Section 8. Attendance at Board Meeting.** Any board member may participate in a board  
582 meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or  
583 other internet or electronic communication by which all directors participating may hear each other during  
584 the meeting.

585

586 **Section 9. Notice and Waiver of Notice.** Notices of Board meetings must be given to each  
587 Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending  
588 the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.

589

590 **Section 10. Quorum.** A majority of the entire Board of Directors then qualified and acting will  
591 constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the  
592 Board of Directors which requires action by a majority of the remaining Directors. Any act of the  
593 majority of the Directors present at a meeting at which a quorum is present will be considered an act of  
594 the entire Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors  
595 present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given  
596 other than by announcement at the time of adjournment.

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**Section 11. Action Taken Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. If an action is approved via writing or email, evidence of the written or email approval must be made a part of the corporate Board minutes or records. However, failure to keep documentation of the approval does not automatically invalidate the decision.

**Section 12. Conflicts of Interest.** Any director that has a conflict of interest in any matter being voted upon by the Board of Directors must recuse himself or abstain from voting on any issue where a conflict of interest exists. In addition, if a director is involved in litigation, or possible litigation, with the Association, that director must be recused from any discussions involving his litigation or potential litigation.

**Section 13. Compensation.** No Director may receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. The Managing Agent, if any is employed, is entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

**ARTICLE VI**

**Officers**

**Section 1. In General.** The term "Officer" is the name given to the particular position a Director may be serving on the Board. Each officer position carries different duties on the Board. The officers of the Corporation must be members of the Board of Directors and may consist of a President, a Vice President, a Secretary, a Treasurer, etc. The same director can hold more than one officer position, except for the offices of President and Secretary which cannot be performed by the same person.

**Section 2. Election and Terms.** Officers are not elected by the members. Only directors are elected by the members. At the first Board meeting held after the election of directors at the annual meeting, the Board of Directors will assign each officer position to a member of the Board of Directors. Each officer will hold that officer position until: a) the next annual meeting of the Board; b) the expiration of the director's term on the Board of Directors; or c) the director's removal or resignation from the Board, whichever occurs first.

**Section 3. Vacancies and Removal.** Whenever a vacancy occurs in an office due to the death or resignation of the officeholder, or due to new office positions being created by the Board, the vacant office position will be filled by the Board of Directors, and the officer appointed to the office will hold that office until the next annual meeting of the Board.

A director may be removed from an officer position at any time, with or without cause, by a vote of a majority of the whole Board. A director removed from a particular office shall continue to serve on the Board of Directors, and may be re-appointed to a different office or may serve on the Board without an officer designation.

**Section 4. President.** The President is the chief executive officer of the Corporation. The President presides at all meetings of Voting Members and of the Board of Directors; has general and active supervision, control, and management of the affairs and business of the Corporation, subject to the

649 orders and resolutions of the entire Board; handles the general supervision and direction of all officers,  
650 agents and employees of the Corporation; makes sure that all orders and resolutions of the Board are  
651 carried into effect; and in general exercises all powers and perform all duties normally part of the  
652 President's office and any other powers and duties assigned to him by the Board.

653 The President has full authority to execute proxies on behalf of the Corporation, and to execute,  
654 with the Secretary, powers of attorney appointing other corporations, partnerships or individuals as the  
655 agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration,  
656 the Articles of Incorporation, this Revised and Restated Code of Bylaws, and the approval of the entire  
657 Board.

658  
659 **Section 5. Vice-President.** The Vice-President acts in the place of the President if the President  
660 is absent, unable to act, or refuses to act, and will also have any other duties as may be assigned to him by  
661 the Board of Directors or delegated to him by the President.

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663 **Section 6. Secretary.** The Secretary will attend both Board meetings and Membership meetings  
664 and will keep minutes during the meetings and record all votes taken at these meetings. The Secretary is  
665 also responsible for making sure all meeting notices are sent to the Board and the Members as required by  
666 these Bylaws and/or the law. The Secretary also keeps or oversees the records of the Corporation as well  
667 as the Membership list of the Association. The Secretary also performs any other duties that may be  
668 assigned to him by the Board or the President. The Board has the authority to appoint someone to  
669 perform the duties of the Secretary or serve as the Secretary's assistant.

670  
671 **Section 7. Treasurer.** The Treasurer keeps correct and complete financial records of the  
672 Association. The Treasurer is also in charge of the Association's funds and securities, and oversees the  
673 timely deposit of all money and other valuable effects belonging to the Association in a financial  
674 institution selected by the entire Board. The Treasurer also pays the Association's bills as approved by  
675 the Board or directed by the President; and in general exercises all the powers and duties customarily  
676 performed by the Treasurer's position, and any other powers and duties assigned to him by the Board or  
677 the President. The Board has the authority to appoint someone to perform the duties of the Treasurer or  
678 serve as the Treasurer's assistant.

679  
680 **Section 8. Special Appointments.** The Board of Directors has the authority to appoint any other  
681 officers or assistant officers that the Board believes are necessary or advisable. These officers or assistant  
682 officers will hold their positions at the discretion of the Board, and will have the power and perform the  
683 duties assigned to them by the Board. However, these special appointments or assistants, even if they  
684 perform the duties of a specific officer, will not have any voting power on the Board.

## 685 686 687 688 **ARTICLE VII**

### 689 **Liability of Directors and Officers**

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692 **Section 1. In General.** The Directors and Officers of the Association will not be liable to the  
693 Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties  
694 and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross  
695 negligence. The Association will indemnify and hold harmless and defend each of the Directors against  
696 any and all liability to any person, firm or corporation arising out of contracts made by the Board on  
697 behalf of the Association, unless any such contract was made in bad faith. It is intended that the Directors  
698 will have no personal liability with respect to any contract made by them on behalf of the Association.  
699

700           **Section 2. Grounds for Indemnification.** If a director is made a party to a proceeding based  
701 upon his actions as a director, the Association may indemnify the director against liability incurred in the  
702 proceeding if:

- 703           (1) the individual's conduct was in good faith; and  
704           (2) the individual reasonably believed:  
705                 (A) in the case of conduct in the individual's official capacity with the corporation, that  
706                 the individual's conduct was in the corporation's best interests; and  
707                 (B) in all other cases, that the individual's conduct was at least not opposed to the  
708                 corporation's best interests; and  
709           (3) in the case of any criminal proceeding, the individual:  
710                 (A) had reasonable cause to believe the individual's conduct was lawful; or  
711                 (B) had no reasonable cause to believe the individual's conduct was unlawful.

712           The termination of a proceeding by judgment, order, settlement, or conviction is not  
713 determinative that a director did not meet the required standard of conduct.

714  
715           **Section 3. Successful Defense.** Unless limited by the articles of incorporation, the Association  
716 will indemnify a director who was wholly successful, on the merits or otherwise, in the defense of a  
717 proceeding to which the director was a party, because the director is or was a director of the Association,  
718 against reasonable expenses actually incurred by the director in connection with the proceeding.

719  
720           **Section 4. Advanced Expense Payments.** The Association may pay for or reimburse the  
721 reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition  
722 of the proceeding if the following occur:

- 723           (1) The director furnishes the Association a written affirmation of the director's good faith belief  
724           that the director has met the standard of conduct described in Section 2 of this Article.  
725           (2) The director furnishes the Association a written undertaking, executed personally or on the  
726           director's behalf, to repay an advance if it is ultimately determined that the director did not  
727           meet the standard of conduct.  
728           (3) A determination is made that the facts then known to those making the determination would  
729           not preclude indemnification under this chapter.

730           The written undertaking described in #2 above:

- 731           (1) must be an unlimited general obligation of the director;  
732           (2) is not required to be secured; and  
733           (3) may be accepted without reference to financial ability to make repayment.

734           Determinations and authorizations of payments under this section will be made in the manner  
735 specified in Section 6 of this Article.

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737           **Section 5. Court Ordered Indemnification.** Unless the Association's articles of incorporation  
738 provide otherwise, a director of the Association who is a party to a proceeding may apply for  
739 indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On  
740 receipt of an application, the court may, after giving any notice the court considers necessary, order  
741 indemnification in the amount the court considers proper if the court determines one (1) of the following:

- 742           (1) The director is entitled to mandatory indemnification under Section 3 of this Article, in which  
743           case the court shall also order the corporation to pay the director's reasonable expenses  
744           incurred to obtain court ordered indemnification.  
745           (2) The director is fairly and reasonably entitled to indemnification in view of all the relevant  
746           circumstances, whether or not the director met the standard of conduct set forth in Section 2  
747           of this Article.

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750 **Section 6. Authorization of Indemnification.** The Association may not indemnify a director  
751 under Section 2 of this Article unless authorized in the specific case after a determination has been made  
752 that indemnification of the director is permissible in the circumstances because the director has met the  
753 standard of conduct set forth in Section 2 of this Article.

754 The determination must be made by one (1) of the following procedures:

- 755 (1) By the board of directors by majority vote of a quorum consisting of directors not at the time  
756 parties to the proceeding.
- 757 (2) If a quorum cannot be obtained under subdivision (1), by majority vote of a committee  
758 designated by the board of directors consisting solely of at least two (2) directors not at the  
759 time parties to the proceeding. Directors who are parties may participate in the designation.
- 760 (3) By special legal counsel:
  - 761 (A) selected by the board of directors or a committee of the board of directors in the  
762 manner prescribed in subdivision (1) or (2); or
  - 763 (B) if a quorum of the board of directors cannot be obtained under subdivision (1) and a  
764 committee cannot be designated under subdivision (2), selected by majority vote of  
765 the full board of directors. Directors who are parties may participate in the selection.
- 766 (4) By the members. However, memberships voted under the control of directors who are at the  
767 time parties to the proceeding may not be voted on the determination.

768 Authorization of indemnification and evaluation as to reasonableness of expenses will be made in  
769 the same manner as the determination that indemnification is permissible. However, if the determination  
770 is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness  
771 of expenses will be made by those entitled in #3 above to select counsel.

772  
773 **Section 7. Indemnification of Officers, Agents, and Others.** Unless the Association's articles  
774 of incorporation provide otherwise:

- 775 (1) an officer of the Association, whether or not a director, is entitled to:
  - 776 (A) mandatory indemnification under Section 3 of this Article; and
  - 777 (B) apply for court ordered indemnification under Section 5 of this Article in each case;  
778 to the same extent as a director;
- 779 (2) the Association may indemnify and advance expenses under this chapter to an officer,  
780 employee, or agent of the Association, whether or not a director, to the same extent as to a  
781 director; and
- 782 (3) the Association may indemnify and advance expenses to an officer, employee, or agent,  
783 whether or not a director, to the extent and consistent with public policy that may be provided  
784 by articles of incorporation, bylaws, general or specific action of the Association's board of  
785 directors, or contract.

786  
787 **Section 8. Other Rights to Indemnification.** The indemnification and advance for expenses  
788 provided for or authorized by this Article does not exclude other rights to indemnification and advance for  
789 expenses that a person may have under the following:

- 790 (1) The Association's articles of incorporation or bylaws.
- 791 (2) A resolution of the board of directors or of the members.
- 792 (3) Any other authorization, whenever adopted after notice, by a majority vote of all the voting  
793 members of the Association.

794 If the articles of incorporation, bylaws, resolutions of the board of directors or of the members, or  
795 other duly adopted authorization of indemnification or advance for expenses limit indemnification or  
796 advance for expenses, indemnification and advance for expenses are valid only to the extent consistent  
797 with the articles of incorporation, bylaws, or resolution of the board of directors or of the members, or  
798 other duly adopted authorization of indemnification or advance for expenses.

799 This Article does not limit the Association's power to pay or reimburse expenses incurred by a  
800 director, an officer, an employee, or an agent in connection with the person's appearance as a witness in a  
801 proceeding at a time when the person has not been made a named defendant respondent to the proceeding.  
802

803 **Section 9. Bond.** The Board of Directors may provide surety bonds (or an equivalent form of  
804 coverage) and may require the managing agent (if any), the treasurer of the Association, and such other  
805 officers as the Board deems necessary, to provide surety bonds (or an equivalent form of coverage),  
806 indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful,  
807 abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such  
808 sureties as may be approved by the Board of Directors and any such bond (or equivalent form of  
809 coverage) must specifically include protection for any insurance proceeds received for any reason by the  
810 Board. The expense of any such bonds (or equivalent form of coverage) will be a Common Expense.  
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## 812 **ARTICLE VIII**

### 813 **Committees**

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817 The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create  
818 or appoint one (1) or more committees to assist the Board in carrying out the purposes of the Association.  
819 Committee members do not need to be members of the Board of Directors.

820 Each committee, to the extent provided in such resolution or as authorized by the Act, Articles,  
821 Declaration, these Bylaws, or the Board, will have the authority and duties assigned to it by the Board,  
822 except that no committee may:  
823

- 824 a. Adopt, amend or repeal the Articles of Incorporation;
- 825 b. Approve or recommend a plan of merger or consolidation of the corporation not requiring  
826 Member approval;
- 827 c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or  
828 substantially all of the assets of the Corporation;
- 829 d. Approve or recommend to the Members the dissolution of the Corporation or a revocation  
830 thereof;
- 831 e. Adopt, amend, or repeal the Bylaws of the Corporation;
- 832 f. Fill vacancies on the Board of Directors or committees;
- 833 g. Elect, appoint or remove Directors or members of committees;
- 834 h. Fix the compensation of any member of such committee; or
- 835 i. Alter or repeal any resolution of the Board of Directors that by the resolution's own terms  
836 cannot be amended or repealed.

837  
838 Unless the Board directs otherwise, the committee's members may determine when the  
839 committee meets and how it performs its duties. The Board of Directors has the power at any time to: a)  
840 change the number of committee members; b) change the actual members of a committee; and c) end or  
841 discharge a committee. The creation of a committee does not relieve the Board of Directors, or any  
842 member thereof, of any responsibility imposed upon it or him by the Indiana Nonprofit Corporation Act  
843 of 1991, as amended.  
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ARTICLE IX

Records of the Association

**Section 1. In General.** Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection will be available for inspection by any member or other properly designated party at the principal office of the Association or other designated location selected by the Board during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

The Association will keep detailed books of account showing all expenditures and receipt of administration which will specify the Common Expenses incurred by or on behalf of the Association and the members. The accounts, books, records, financial statements, and other papers of the Association will be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot will be entitled upon written request to receive a financial statement for the immediately preceding fiscal year. The Association is entitled to reimbursement from the party requesting to inspect records any reasonable administrative or reproduction expenses incurred by the Association as a result of the records request.

The Association reserves the right to require any member to request inspection of the accounts, books, records, financial statements, and other papers of the Association according to the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., IC 32-25.5-3-3(g) through (m), and any amendments or changes to these laws. The Association reserves the right to deny an owner access to any records that are not required to be opened for inspection under Indiana law. The Association also reserves the right to charge owners requesting inspection of Association records reasonable copy and search charges and other charges as allowed or not prohibited by law.

**Section 2. Record Retention.** Except for ballots voting on a covenant amendment, the Association must keep ballots for a period of ninety (90) days following the meeting date where an election or vote was held. After ninety (90) days has passed, any vote taken at the meeting will be presumed valid and accepted by the membership and the ballots may be destroyed by the Board or their designated agent. Ballots voting on an amendment to the covenants must be permanently retained in the corporate records unless they are attached to the recorded document.

In addition, other records of the Association not essential for tax purposes, such as meeting minutes, must be kept for a period of two (2) years before being destroyed. Financial records essential for a state or federal tax audit, if one is ever conducted, must be kept for seven (7) years before being destroyed.

ARTICLE X

Execution of Instruments

**Section 1. Checks, Draft, etc.** All checks, drafts, or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association must be signed or endorsed by either: a) two (2) officers; or b) the Board authorized managing agent of the Association.

Signatories on each account held by the Association must be designated and approved by a majority vote of the Board, and the signatories may be removed and/or replaced at any time by a majority vote of the Board.



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**Section 2. Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors must be signed, unless otherwise directed or permitted by the Board of Directors, by the President and attested by the Secretary or another officer.

Except as provided in these Bylaws, no officer, agent, or employee has the power to bind the Association or to render it liable for any purpose or amount unless the act is previously authorized or later ratified by the Board of Directors.

**ARTICLE XI**

**Assessments and Fiscal Year**

**Section 1. Assessments.** Each Owner is obligated to pay to the Association annual and special assessments as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days of the due date are considered delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment will be assessed a ten dollar (\$10) penalty fee and interest at the rate of eighteen percent (18%) per annum (simple interest). In lieu of interest, and to avoid the daily changing amount owed due to interest, the Association may impose a reasonable annual late fee on all delinquencies. The Board will determine the amount of the late fee, the time period before the late fee is imposed, and to make any other provisions for late fees and/or interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, including fees charged to the Association by the Association's management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

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

The Association may bring an action at law against the Owner personally obligated to pay the assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner's account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any assessment as above provided, administrative or management company charges for the handling of the collection account, and reasonable attorneys' fees, together with the court costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or other payment due to the Association will not be eligible to: a) vote on any Association matter, either in person or by proxy; b) be elected or serve on the Association's Board of Directors; or c) use any of the Common Area facilities, if any.

**Section 2. Fiscal Year.** The fiscal year of the Association begins at the beginning of the first day of April in a calendar year and ends at the close of the last day of March of the next calendar year.

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**ARTICLE XII**

**Rules and Regulations; Enforcement**

**Section 1. Rules and Regulations.** The Board has the authority to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Property, including the individual lots, streets (whether public or private), and any other portion of the Property, including the personal conduct of the members and guests thereon, as in the sole discretion of the Board are deemed necessary or advisable. Copies of any rules and regulations adopted by the Board must be delivered to all owners at their last known address or recorded in the Office of the Hendricks County Recorder.

All rules, regulations, policies, procedures and guidelines are binding and enforceable upon each and every lot and member, including all occupants, guests and invitees of any lot or member in the Development the same as if it were expressly set forth in the Declaration itself. Any rules, regulations, policies, procedures and guidelines adopted by the Board may be specifically overruled, cancelled, or modified by the Board or at a duly called and constituted regular or special meeting of the members by a majority vote of all eligible members of the Association.

**Section 2. Enforcement In General.** Any party subject to the Declaration or these Bylaws, including the Association or any individual owner, may proceed at law or in equity to prevent the occurrence, recurrence or continuation of any violation of the Declaration, these Bylaws, or any properly adopted rules, regulations, policies, procedures or guideline of the Association. However, the Association may not be held liable for damages of any kind, including legal fees and costs, to any owner or person for failing to enforce or carry out any of the provisions of the Declaration or these Bylaws.

No delay or failure on the part of the Association or any owner to seek any available remedy regarding a violation of any provision of the Declaration or adopted rule of the Association will be a waiver by the Association or any owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of the Declaration or rule adopted by the Association. Likewise, no delay or failure of the Association or any owner to enforce any particular provision of the Declaration or rule adopted by the Association will be a waiver or estoppel of the Association or owner to enforce any other provision of the Declaration or rule adopted by the Association.

**Section 3. Costs and Attorney Fees.** The provisions of the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines for the Association, including any amendments or modifications made to them, are binding and enforceable upon each and every Lot and Lot Owner in the Association. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board, each owner in violation may be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws, or properly adopted rules, regulations and architectural guidelines of the Association, including such acts as the preparing and sending of violation letters, towing of vehicles, self-help, or filing a legal action in the courts, then the Association will be entitled to reimbursement from the party or parties found to be in violation of a covenant, rule or guideline of all its costs and expenses, including reasonable attorney fees, administrative charges by a management agent, and court costs, for the enforcement action.

The remedies in this provision are in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles, Bylaws or Rules and Regulations, and may be used or applied to

1002 any enforcement activity or action taken by the Association to stop a violation of the Declaration,  
1003 Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.  
1004 These remedies are adopted to maintain the intent and spirit of the Declaration, Articles or  
1005 Bylaws that the Association and its members should not be penalized or suffer a financial loss to the  
1006 Association's operating budget for the cost of any enforcement effort necessary to gain or achieve an  
1007 Owner's compliance with the terms and restrictions set forth in the Declaration, Articles, Bylaws or any  
1008 properly adopted rule, regulation or guideline of the Association.  
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## 1012 **ARTICLE XIII**

### 1013 **Amendments**

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1017 **Section 1. Amendments.** The Board of Directors of the Association may alter, amend, repeal  
1018 the Revised and Restated Code of Bylaws or adopt a new Code of Bylaws for the Association, without the  
1019 approval of the Members, by an affirmative vote of the majority of the members of the Board of Directors  
1020 of the Association.  
1021

1022 **Section 2. Recording.** While the Revised and Restated Code of Bylaws does not have to be  
1023 recorded under Indiana law, if the Board decides at any point in time to record the Revised and Restated  
1024 Code of Bylaws, the Bylaws, including all future amendments or changes thereto, must be executed by  
1025 the President and Secretary of the Board and recorded in the Office of the Hendricks County Recorder  
1026 before becoming effective.  
1027

1028 **Section 3. Document Conflicts.** In the case of any conflict between the Declaration and the  
1029 Articles, the Declaration will control. In the case of any conflict between the Declaration and these  
1030 Bylaws, the Declaration will control. In the case of any conflict between the Articles and these Bylaws,  
1031 the Articles will control.  
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## 1033 **ARTICLE XIV**

### 1034 **Applicable Indiana Laws**

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1038 The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, along with Indiana  
1039 Code ("IC") 32-25.5-3-3(g) through (m), IC 32-25.5-4 et. seq., IC 32-25.5-3-5 et. seq., IC 32-25.5-3-10,  
1040 and any other laws applicable to the Association or any matter not herein specifically covered by these  
1041 Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.  
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1044 **[End of Bylaws]**  
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We certify that this Revised and Restated Code of Bylaws of the Austin Lakes Property Owners Association, Inc. was approved by a majority vote of the Board of Directors of the Association.

AUSTIN LAKES PROPERTY OWNERS ASSOCIATION, INC.

Robert Dillon  
President

Date 11/23/15

Robert Dillon  
Printed Name of Director

ATTEST:

Michael Arthur  
Secretary

Date 11/23/15

Michael Arthur  
Printed Name of Director

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STATE OF INDIANA )  
COUNTY OF HAMILTON )

Before me a Notary Public in and for said County and State, personally appeared Robert Dillon and Michael Arthur, the President and Secretary, respectively, of Austin Lakes Property Owners Association, Inc., who acknowledged execution of the foregoing Revised and Restated Code of Bylaws for Austin Lakes Property Owners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 23 day of November, 2015.

*Christina G Short*

Marion

Notary of Public – Signature

County of Residence

Christina G Short

Printed



4-15-17

Date 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*

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This document was prepared by and should be returned to:  
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St. (U.S. 31), Indianapolis, IN 46227

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