

Cross Reference: Instrument No. 1975-56011
 Instrument No. 1994-121955
 Instrument No. 1998-18954
 Instrument No. 1994-121954
 Instrument No. 2002-210755

**NOTICE OF RULES AND REGULATIONS
OF
WINDRIDGE CO-OWNERS ASSOCIATION, INC.**

The Board of Directors of the Windridge Co-Owners Association, Inc. (“Association”) hereby gives notice of Rules and Regulations which it has adopted and are applicable to the Windridge Condominiums.

WITNESSETH:

WHEREAS, the condominium community in Marion County, Indiana commonly known as Windridge was established upon the recording of the “Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime” with the Office of the Recorder of Marion County, Indiana on October 9, 1975, as Instrument No. 1975-56011 (hereafter, “Declaration”); and

WHEREAS, said Declaration was subsequently amended and supplemented numerous times; and

WHEREAS, included in the amendments were the “Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime” which was filed with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as Instrument No. 1994-121955, and the “Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime” which was filed with the Office of the Recorder of Marion County, Indiana on October 23, 1998, as Instrument No. 1998-189542; and

WHEREAS, a copy of the Code of By-Laws of the Association was attached to the original Declaration; and

WHEREAS, said By-Laws were later amended by the members of the Association; and

WHEREAS, the Amended and Restated Code of By-Laws were recorded with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as Instrument No. 1994-121954; and

WHEREAS, Article IV, Section 4.6(h) and Article VII, Section 7.3 of the Amended and Restated Code of By-Laws empower the Association’s Board to adopt rules and regulations; and

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.
P. Thomas Murray, Jr.

This Instrument prepared by and should be returned to: P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., 9515 E 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

TABLE OF CONTENTS
RULES AND REGULATIONS
OF
WINDRIDGE CO-OWNERS ASSOCIATION, INC.

<u>RULE AND REGULATION NUMBER</u>	<u>RULE/REGULATION TITLE</u>	<u>PAGE NUMBER</u>
	INTRODUCTION	4
ONE	ARCHITECTURAL	5
TWO	LANDSCAPING AND DECORATIVE FIXTURES	6-7
THREE	TRANSFER OF DWELLING UNIT OWNERSHIP	8
FOUR	TERMITES	9
FIVE	MAINTENANCE OF PROPERTY AND GROUNDS	10-12
SIX	SATELLITE DISHES AND ANTENNAS	13-15
SEVEN	PETS	16
EIGHT	SPEED LIMIT AND VEHICLE REGULATIONS	17

**RULES & REGULATIONS
OF
WINDRIDGE CO-OWNERS ASSOCIATION, INC.**

INTRODUCTION

Authority for the Board of Directors to promulgate rules and regulations is set forth in the following documents:

1. Second paragraph in Section 14 of the “Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime”; and
2. Sections 4.6(h) and 7.3 of the “Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc.” dated June 1, 1994.

The above documents can be found in the “Windridge Co-Owners Documents Manual.”

The Board of Directors has promulgated the following rules and regulations in the interest of promoting the health and safety of all Windridge residents and their guests, insuring the proper use and function of all Windridge facilities, and preserving the integrity and viability of the Windridge community.

Approved by the Board of Directors 09/16/2002.

RULE & REGULATION – NUMBER ONE

ARCHITECTURAL

If the owner of a Dwelling Unit desires to alter or change any structural component or exterior appearance of his or her Unit, the owner must submit a written request to do so to the Windridge office before any alterations or changes are made. The written request should describe the work to be done and should include a set of reasonable plans and drawings along with the name of the contractor(s) who would do the work. If a desired alteration or change might affect the structural integrity of the Unit or another Dwelling Unit, then the submitted plans and drawings must be prepared and stamped by a licensed architect or a professional engineer.

The Windridge office will refer requests to the Architecture and Landscape Committee for the Committee to review. If the Committee has questions about a request, the Dwelling Unit owner making the request will be consulted. After its review, the committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable, will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

Approved by the Board of Directors 08/17/2009.

RULE & REGULATION – NUMBER TWO

LANDSCAPING and DECORATIVE FIXTURES

TREES. Dwelling Unit owners must request authorization from the Association before planting new trees or removing and/or replacing live, dead, diseased or storm-damaged trees. Requests must be submitted in writing to the Windridge office. The Architecture and Landscape Committee will review all requests. After its review, the Committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable, will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

The Association, at the discretion of the Board of Directors, shall remove dead, diseased or storm-damaged trees or the branches thereof.

PLANTINGS. Authorization by the Association is required before Dwelling Unit owners add to, change or remove plant material such as trees, shrubs, ground cover, planting beds or other natural items that are part of Windridge's Common Area or Limited Common Area.

Requests by Dwelling Unit owners to make landscape changes must be submitted in writing to the Windridge office. Requests should adequately describe proposed alterations, identify plant material by name, and include a sketch or landscape drawing of the requested landscape change(s). The Architecture and Landscape Committee will review requests, with primary consideration given to growth habits, hardiness of plants, and ease of maintenance. After its review, the Committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

All plant material and other landscape items approved by the Association's Board of Directors will immediately become part of Windridge's Common Area after they are installed and will be maintained by the Association at its own discretion.

Dwelling Unit owners may plant perennial or seasonal flowers around their Units' foundations and/or may maintain planted foundation areas without obtaining prior authorization from the Association.

RULE & REGULATION – NUMBER TWO, Continued

DECORATIVE FIXTURES. Dwelling Unit owners must have authorization from the Association before installing decorative fixtures on Windridge’s Common Areas or Limited Common Areas. Such fixtures include, but are not limited to:

- (1) Benches.
- (2) Birdbaths.
- (3) Statues and lawn ornaments exceeding 24 inches in height and/or width.

Placement of decorative fixtures must not interfere with maintenance of the Common Areas or Limited Common Areas, including snow removal.

SIGNS. No “for sale”, “for rent” or “for lease” signs or other window advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit without the prior consent of the Board; provided, however, that realtors or sellers shall be permitted to place and display “Open House” or similar signs designated for a period not to exceed two (2) days per week. Quoted from Article VII (Restrictions On Use), Section 7.1(j) of the Association’s “Amended and Restated Code of By-Laws” dated June 1, 1994, which can be found in Section B of the “Windridge Co-Owners Documents Manual.”

Political signage is not permitted.

No signs shall be placed on Common Areas or Limited Common Areas, mailboxes or the outside structure of Dwelling Units.

No Dwelling Unit owner or resident shall cordon off, enclose, or restrict the use of any Common Areas for any purpose.

Approved by the Board of Directors 08/17/2009.

RULE AND REGULATION – NUMBER THREE

TRANSFER OF DWELLING UNIT OWNERSHIP

Prior to closing on the sale of a Windridge Dwelling Unit, the Unit’s seller must provide the Unit’s buyer with the following documents:

1. Windridge’s current “Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime.”
2. Windridge’s current “Amended and Restated Code of By-Laws.”
3. Windridge’s current “Rules and Regulations.”
4. Windridge’s current “Owner’s Manual.”

In addition, the Unit seller must give permission in writing to the buyer to review the Dwelling Unit’s folder that is kept in the Association’s office.

The buyer(s) of a Dwelling Unit must sign the statement set forth below attesting to his/her or their having received and reviewed the four (4) documents listed above as well as having been given written permission to the Dwelling Unit’s office folder.

The Association will not affirm the payment status of a Dwelling Unit owner’s dues and assessments or the status of a Dwelling Unit’s outstanding liens, if any, until after a Dwelling Unit buyer signs the statement set forth below:

Prior to closing I/We (the buyer) received and reviewed the following items:

1. **A copy of Windridge’s “Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime.”**
2. **A copy of Windridge’s “Amended and Restated Code of By-Laws.”**
3. **A copy of Windridge’s “Rules and Regulations.”**
4. **A copy of Windridge’s “Owner’s Manual.”**

I/We also acknowledge that I/We had the opportunity to review the folder of the Dwelling Unit I am buying that is in the Association’s office.

Also, prior to closing I/We had an inspection made of the Dwelling Unit being purchased.

Buyer’s signature Date

Buyer’s signature Date

Buyer’s signature Date

Buyer’s signature Date

Windridge Dwelling Unit address _____

Windridge Dwelling Unit number _____

Approved by the Board of Directors 09/16/2002

RULE AND REGULATION – NUMBER FOUR

TERMITES

Termites feed on cellulose (a wood-based fiber) and need moisture to survive. Putting items such as cardboard and wood in contact with soil or moist areas encourages infestation. The wooded landscape of Windridge is an ideal habitat for termites to thrive. The following is intended to lessen or prevent termite infestation of or damage to Windridge Dwelling Units, Common Areas, Limited Common Areas, and other structures.

1. Firewood must not be stored inside Dwelling Units, garages, storage areas or crawl spaces.
2. Firewood must not be stored on or against decks, porches, or patios or within 6 feet of a Dwelling Unit or other structure.
3. Wood mulch must be kept at least 8 inches away from Dwelling Unit siding.
4. Dwelling Unit owners must allow third party termite inspectors hired by the Association to have reasonable interior and exterior access to their Unit. Dwelling Unit owners will be notified in advance when third party inspectors wish to have access to a Unit.
5. Termite treatment of a Dwelling Unit is mandatory if the Unit is found to have termite infestation. If any one Unit of a group of connected Units is found to have termite infestation, then all Units in the connected group must be treated.

It is the responsibility of the Association to inspect and treat Dwelling Units for termite infestation; therefore, the Association will arrange for termite inspections and treatment that it deems necessary and will pay for all termite inspections and treatment.

Approved by the Board of Directors 09/16/2002.

RULE AND REGULATION – NUMBER FIVE

MAINTENANCE OF PROPERTY AND GROUNDS

Responsibility for maintaining Windridge's Dwelling Units, Common Areas and Limited Common Areas is set forth in part in the following documents:

1. Section 14 of Windridge's "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime," which can be found in Section D of the Windridge Co-Owners Documents" manual.
2. Section 6.7 of the "Amended and Restated Code of By-Laws of the Windridge Co-Owners Association, Inc.," dated February 6, 1998, which can be found in Section B of the "Windridge Co-Owners Documents" manual.

Those items to be maintained by the Association and those items to be maintained by each Dwelling Unit owner are listed on the "Windridge Dwelling Unit Owner's Checklist" that can be found in the "Owner's Manual" which is Section E of the "Windridge Co-Owners Documents." A copy of the "Windridge Dwelling Unit Owner's Checklist" is attached and hereby made a part of Rule and Regulation Number Five.

If any Dwelling Unit owner refuses or fails to maintain and/or repair those items listed under "Owner" on the "Windridge Dwelling Unit Owner's Checklist," then the Association, after written notice to such owner, may do whatever maintenance or repair work it deems necessary, and the Association's cost of doing so will become a lien on the Dwelling Unit as well as being the personal obligation of the owner of that Unit. If not paid by the owner, the Association may institute foreclosure proceedings on the Unit or file suit to seek a money judgment.

Responsibility for the maintenance and repair of items not listed on the "Windridge Dwelling Unit Owner's Checklist" will be determined by the Windridge Board of Directors in accordance with the Association's governing documents.

Every Owner shall promptly perform all maintenance and repairs within his own Dwelling Unit, patio, deck and balcony, which, if neglected would affect the value of the Property. Such maintenance and repair include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit. If the Owner refuses or fails to repair such items, the Association shall have the right to perform such repairs, and the costs thereof shall become a lien on such Owner's Dwelling Unit, which may be foreclosed or otherwise collected in the same manner as provided for in the lien for Common Expenses. Excerpted from Article VI (Assessments), Section 6.7 (Maintenance and Repairs) of the Association's "Amended and Restated Code of By-Laws" dated June 1,

RULE AND REGULATION – NUMBER FIVE, Continued

1994, which can be found in Section B, By-Laws of the “Windridge Co-Owners Documents Manual.”

Approved by the Board of Directors 09/16/2002.

RULE AND REGULATION – NUMBER FIVE, Continued

WINDRIDGE DWELLING UNIT OWNER’S CHECKLIST

		Association Responsibility	Owner Responsibility
Driveways-Asphalt	Repair/Replacement/Seal Coat	X	
Driveways-Concrete	Repair/Replacement	X	
Electrical	Dwelling Unit – Interior		X
Electrical	Exterior Yard Lights		X
Electrical	Garage Carriage Light Fixtures		X
Electrical	Garage Carriage Light Bulbs	X	
Erosion – Yard	Repair/Maintenance	X	
Fences	Constructed by the Association	X	
Fences	Constructed by the Owner		X
Decks, Patios, Balconies	Paint/Stain/Repair/Replacement		X
Doors – Exterior	Paint	X	
Including Frame			
Trim and Casing			
Doors – Exterior	Repair/Replacement		X
Including Frame			
Trim and Casing			
Garage Door & Openers	Repair/Replacement		X
Gutters & Downspouts	Clean/Repair/Replacement	X	
Heating & Air Conditioning			X
Insurance	Dwelling Unit – Exterior	X	
Insurance	Dwelling Unit – Interior		X
Landscape	Common Area	X	
Landscape	Yard Maintenance – Mowing, Weed Kill, Grubs, Shrub Trimming, Fertilization and Leaf Removal	X	
Landscape	Area Adjacent to Dwelling Unit Foundation		X
	Flower and Landscape Beds		
Mail Box	Paint All/Repair All/Replace Regular Size Box	X	
Newspaper Container	Paint/Repair/Replace	X	
Windridge Tube	Paint/Repair/Replace	X	
Mail Box – Large Size	Paint/Repair Replace with \$15 Owner Fee	X	
Pest Control	Dwelling Unit – Exterior	X	
Pest Control	Dwelling Unit – Interior		X
Plumbing	Dwelling Unit – Exterior	X	
Plumbing	Dwelling Unit – Interior Plus Crawl Space, Attic, Exterior Spigots and Sump Pump Systems		X
Roads	Repair/Replacement	X	
Roofs	Repair/Replacement	X	
Sidewalks – Concrete	Repair/Replacement	X	
Sidewalks – Decorative	Upgrades, Repair/Replacement Exceeding Cost Of Comparable Concrete Cost		X
Siding	Paint/Repair/Replacement	X	
Snow Removal	Roads/Driveways/Sidewalks	X	
Windows – Exterior	Paint	X	
Including Frame,			
Trim and Casing			
Windows – Exterior	Repair/Replacement		X
Including Frame,	Synthetic Materials for Frames, Trim and Casing		
Trim and Casing	May Be Used w/Approval by Board of Directors		
Board of Directors 08/17/2009			

RULE AND REGULATION – NUMBER SIX

SATELLITE DISHES AND ANTENNAS

The Federal Communications Commission (FCC) adopted a rule effective October 14, 1996, that preempted certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas. “Rules and Regulations – Number Six” is intended to provide reasonable restrictions governing installation, maintenance, and use of antennas and satellite dishes. “Rules and Regulations – Number Six” has been promulgated in the best interest of Windridge and is consistent with the FCC rule.

DEFINITIONS.

1. **Antenna.** Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS).
2. **Reception Antenna.** An antenna that has limited transmission capabilities designed for the viewer to select or use video programming, provided it meets FCC standards for radio frequency emission.
3. **Reception Antenna Component Parts.** A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a Reception Antenna.
4. **Mast.** A structure to which an antenna is attached thereby raising the antenna’s height.
5. **Exclusive Use Area.** Limited Common Areas in which a Dwelling Unit owner has direct or indirect ownership interest and which is designated for the exclusive use of the Dwelling Unit owner, such as patios and decks.

ANTENNA SIZE AND TYPE.

1. The maximum diameter of DBS and MDS antennas that may be installed is one meter (which is about 39 inches).
2. Antennas of any size may be installed if designed to receive television broadcast signals.
3. If approved, transmissions antennas of any size may be installed.
4. Antennas not covered by the FCC rule are prohibited.

INSTALLATION REQUIREMENTS.

1. An owner may install no more than one antenna of each approved type.
2. Masts shall be no higher than absolutely necessary to receive acceptable quality signals, and a licensed and insured contractor must install all masts.
3. Antennas shall be no larger in size nor installed higher than absolutely necessary for reception of acceptable quality signals.
4. Installations must not materially damage or in any way impair the integrity of any Common Areas, Limited Common Areas, or Dwelling Units, nor void any warranties for the Association or of any Dwelling Unit owner.

RULE AND REGULATION – NUMBER SIX – Continued

5. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person.
6. There shall be no penetration of a building's exterior unless it is necessary to do so to receive acceptable quality signals or to greatly mitigate the cost of installation. If it is necessary to penetrate a building's exterior, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
7. The following will be used for antenna installation:
 - a. Devices that permit transmission of telecommunication signals through glass pane without cutting or drilling through the pane.
 - b. Devices, such as ribbon cable, that permit transmission of telecommunication signals through a window or door.
 - c. Existing wiring for receiving or transmitting telecommunication and cable service signals.
8. Antennas can be installed only within a Dwelling Unit or in an "exclusive-use area" such as the patio or deck.
9. Outdoor installation of an antenna is not permitted if signals of acceptable quality can be received with an antenna installed inside a Dwelling Unit.
10. Antennas must not infringe upon any common Areas, Limited Common Areas, or other Dwelling Units including the air space above other Dwelling Units.
11. Antennas shall be located in a place shielded from view outside of Windridge or from other Dwelling Units to the maximum extent possible.
12. Antennas shall be installed so as to comply with all applicable city, county, state, and federal laws and regulations and manufacturer's instructions.
13. Antennas shall not obstruct the ingress or egress of any Dwelling Unit, walkway, Common Area, Limited Common Area, or utilities.
14. Antennas shall be permanently grounded.
15. Antennas shall be painted to match the color of the Dwelling Unit where they are installed so long as the paint does not prevent reception of acceptable quality signals.
16. Antennas must be camouflaged as much as possible by using such means as screening and/or plantings if the antenna is visible from the street or by other Dwelling Units.

MAINTENANCE.

1. Antenna owners are responsible for all costs association with:
 - a. Placement or replacement, repair, maintenance, and moving or removing of an antenna.
 - b. Repair of property damage caused by antenna installation, maintenance, or use.
 - c. Medical expenses or anyone injured by installation, maintenance, or use of an antenna.
 - d. Restoration of antenna installation sites to their same condition prior to installation.

RULE AND REGULATION – NUMBER SIX – Continued

2. Antenna owners shall not permit their antennas to fall into disrepair.
3. Antenna owners shall correct any antenna safety hazards promptly.
4. If antennas become detached, owners shall remove or replace the detached antenna within 72 hours of the detachment. If the detached antenna is a safety hazard, the Association may remove the antenna at the owner's expense.
5. If an antenna must be moved or removed for purposes of any type of activity by the Association, the Association will give 10 days written notice to an antenna owner stating when the antenna must be moved or removed. If an antenna is not moved or removed by the Association's stipulated date, the Association may move or remove the antenna at the owner's expense. The Association is not liable for any damage to antennas caused by Association removal.

Approved by the Board of Directors 09/16/2002.

RULE AND REGULATION – NUMBER SEVEN

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or in any Common Areas or Limited Common Areas, except that pet dogs, cats or other customary pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance.

Pets must be in compliance with all Marion County/City of Indianapolis ordinances, including, but not limited to vaccinations, identification, curb/litter, and leash laws. See references below.

Pets may be taken outdoors only when on a sturdy leash and continuously under direct visual supervision. Pet owners are responsible for controlling their pets and for the removal and cleanup of any and all waste created by a pet. Pet owners will be fully liable for any damage to Common Areas or Limited Common Areas caused by their pets.

Any pet, which in the judgment of the Board of Directors, is causing or creating a nuisance, disturbance, noise, health or safety hazard, or if interfering with another Dwelling Unit owner's use and/or enjoyment of his or her Unit, shall be permanently removed from the Property, following three (3) written warnings about the pet's behavior being given to the respective pet owner by the Board.

The Board of Directors may adopt other rules and regulations regarding pets in addition to this Rule and Regulation – Number Seven, as it may deem appropriate.

References:

1. Section 22 (Covenants and Restrictions) of the "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
2. Article VII ("Restrictions On Use"), Section 7.1(f) of the "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc."
3. Marion County/City of Indianapolis Ordinance:
 - Article I, Section 531-102 (Leash)
 - Article II, Section 531-201 & 202 (Animal Identification)
 - Article II, Section 531-203 (Curbing and Cleanup)
 - Article II, Section 531-204 (Nuisance)
 - Article II, Section 531-205 (Vicious/Dangerous Animals)
 - Article III, Section 531-301 (Vaccination)

Approved by the Board of Directors 09/16/2002.

RULE AND REGULATION – NUMBER EIGHT

SPEED LIMIT AND VEHICLE REGULATIONS

Since the roads within Windridge are narrow, no vehicles of any kind shall be parked regularly on the roads. No vehicles of any kind shall be parked overnight on any road. Failure to comply with the above regulations may result in the vehicle being towed at the owner's expense.

Also, in order to protect residents and guests within Windridge, all vehicular traffic shall obey the posted speed limit signs and other signage (such as stop signs) within the community.

Approved by the Board of Directors 09/16/2002.

**Cross Reference: Instrument No. 1975-56011
Instrument No. 1994-121955
Instrument No. 1998-189542
Instrument No. 1994-121954
Instrument No. 2002-210755
Instrument No. 2009-138911**

**AMENDMENT TO RULE AND REGULATION – NUMBER TWO
OF THE
RULES AND REGULATIONS--WINDRIDGE CO-OWNERS ASSOCIATION,
INC.**

The Board of Directors of the Windridge Co-Owners Association, Inc. ("Association") hereby gives notice of amendment to its Rules and Regulations, which have been previously adopted and recorded, and are applicable to the Windridge Condominiums, effective as of the 20th day of September, 2010.

WITNESSETH:

WHEREAS, the condominium community in Marion County, Indiana commonly known as Windridge was established upon the recording of the "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" with the Office of the Recorder of Marion County, Indiana on October 9, 1975, as Instrument No. 1975-56011 (hereafter, "Declaration"); and

WHEREAS, said Declaration was subsequently amended and supplemented numerous times; and

WHEREAS, included in the amendments were the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," which was filed with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as Instrument No. 1994-121955, and the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," which was filed with the Office of the Recorder of Marion County, Indiana on October 23, 1998, as Instrument No. 1998-189542; and

WHEREAS, a copy of the Code of By-Laws of the Association was attached to the original Declaration; and

WHEREAS, said By-Laws were later amended by the members of the Association; and

WHEREAS, the Amended and Restated Code of By-Laws were recorded with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as Instrument No. 1994-121954; and

WHEREAS, Article IV, Section 4.6(h) and Article VII, Section 7.3 of the Amended and Restated Code of By-Laws empower the Association's Board to adopt rules and regulations; and

WHEREAS, the Association's Board of Directors adopted and amended such rules, which were recorded with the Office of the Recorder of Marion County, Indiana on November 1, 2002, as Instrument No. 2002-210755; and

WHEREAS, the Association's Board of Directors further adopted, amended and restated such rules, which were recorded with the Office of the Recorder of Marion County, Indiana on December 14, 2009, as Instrument No. 2009-138911; and

WHEREAS, the Association's Board of Directors, pursuant to its authority as aforesaid, has adopted further amendments to such rules.

NOW, THEREFORE, the undersigned officer of the Association's Board of Directors gives notice that the Rules and Regulations are amended as follows:

1. RULE AND REGULATION – NUMBER TWO included a Section titled “SIGNS.” The second paragraph of such Section sets forth: “Political signage is not permitted.”

This second paragraph prohibiting political signage is deleted in its entirety. All other provisions of RULE AND REGULATION – NUMBER TWO shall remain unchanged, and in full force and effect.

2. There shall be a new Section added to RULE AND REGULATION – NUMBER TWO as follows:

POLITICAL SIGNAGE

- **Owners may display political signs on any portion of property which he or she owns, including a dwelling unit's windows, thirty (30) days before a political election and less than five (5) days following the election. Signs displayed outside this allotted time period are not permitted and will be removed by the Association.**
- **No signs shall be placed on Common Areas, Limited Common Areas, mailboxes or the outside structure of dwelling units. All signs displayed in these areas – which include the yard and Lot surrounding the unit – will be removed by the Association.**
- **Nothing herein shall prevent owners from displaying political signs**

within their units, or within the doors or windows of their units, so long as signs are not larger than 24” by 30”.

- **Signage displays are limited to a single sign, as determined by the Association and excessive displays are not permitted.**
- **Political signs may be no larger than a standard “for sale” or “open house” sign defined as 24” by 30”.**
- **The Association, through its Board of Directors, has the right to remove all signs not in compliance with these regulations and to take any and all available legal action if needed to enforce the same. In the event that legal action is necessary, the violating homeowner will be responsible for all costs of the action, including reasonable attorney fees.**

3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of these Amendments, together with the Restated Declaration, the Restated By-Laws, and any rules and regulations adopted pursuant thereto (including all amendments and supplements to any of the foregoing), and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

4. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to these Amendments have been fulfilled and satisfied.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed on the 12th day of July, 2012.

INC. WINDRIDGE CO-OWNERS ASSOCIATION,

By: (s) *R. W. Alexander*
Richard Alexander, President

Attest:

(s) *Tom Ulsas*
Tom Ulsas, Secretary

NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE)

Cross Reference: **Instrument No. 1975-56011**
 Instrument No. 1994-121955
 Instrument No. 1998-189542
 Instrument No. 1994-121954
 Instrument No. 2002-210755
 Instrument No. 2009-138911

AMENDMENT TO RULE AND REGULATION – NUMBER EIGHT
OF THE
RULES AND REGULATIONS - WINDRIDGE CO-OWNERS ASSOCIATION, INC.

The Board of Directors of Windridge Co-Owners Association, Inc. ("Association") hereby gives notice of amendment to its Rules and Regulations, which have been previously adopted and recorded, and are applicable to the Windridge condominiums, effective as of the 1st day of June, 2013.

WITNESSETH:

WHEREAS, the condominium community in Marion County, Indiana commonly known as Windridge was established upon the recording of the "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" with the Office of the Recorder of Marion County, Indiana on October 9, 1975, as **Instrument No. 1975-56011** (hereafter, "Declaration"); and

WHEREAS, said Declaration was subsequently amended and supplemented numerous times; and

WHEREAS, included in the amendments were the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," which was filed with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as **Instrument No. 1994-121955**, and the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," which was filed with the Office of the Recorder of Marion County, Indiana on October 23, 1998, as **Instrument No. 1998-189542**; and

WHEREAS, a copy of the Code of By-Laws of the Association was attached to the original Declaration; and

WHEREAS, said By-Laws were later amended by the members of the Association; and

WHEREAS, the Amended and Restated Code of By-Laws were recorded with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as **Instrument No. 1994-121954**; and

WHEREAS, Article IV, Section 4.6(h) and Article VII, Section 7.3 of the Amended and Restated Code of By-Laws empower the Association's Board to adopt rules and regulations; and

WHEREAS, the Association's Board of Directors adopted and amended such rules, which were recorded with the Office of the Recorder of Marion County, Indiana on November 1, 2002, as **Instrument No. 2002-210755**; and

WHEREAS, the Association's Board of Directors further adopted, amended and restated such rules, which were recorded with the Office of the Recorder of Marion County, Indiana on December 14, 2009, as **Instrument No. 2009-138911**; and

WHEREAS, the Association's Board of Directors, pursuant to its authority as aforesaid, has adopted further amendments to such rules.

NOW, THEREFORE, the undersigned officers of the Association's Board of Directors gives notice that the Rules and Regulations are amended as follows:

1. **RULE AND REGULATION – NUMBER EIGHT**, entitled “**SPEED LIMIT AND VEHICLE REGULATIONS**”, is hereby deleted in its entirety.

2. Substituted in its place shall be a new **RULE AND REGULATION – NUMBER EIGHT**, entitled, “**VEHICLE REGULATIONS, PARKING AND TOWING POLICY**”, as follows:

RULE AND REGULATION – NUMBER EIGHT
VEHICLE REGULATIONS, PARKING AND TOWING POLICY

IT IS HEREBY RESOLVED, by majority vote of the Board of Directors of Windridge Co-Owners Association, Inc., that the following Vehicle Regulations, Parking and Towing Policy shall be enforced throughout the Windridge community, effective the 1st day of June, 2013.

I. VEHICLE REGULATIONS

A. The paved streets and roadways within the Windridge community are the private property of, and maintained by, Windridge Co-Owners Association, Inc., and as such, are designated as part of the Common Area of the Windridge Condominiums. Since these streets are rather narrow and winding, the posted Speed Limit throughout Windridge is 20 MPH. In order to protect the safety of Windridge residents and their guests, all vehicular traffic must obey both this speed limit and all other traffic signs within the community, and stop signs in particular.

B. Furthermore, for the safety of our residents and guests, and in order to permit emergency vehicles to quickly and safely reach all areas within Windridge, parking by any vehicle upon any street or roadway shall be limited between the hours of sunset and midnight, and no vehicle of any kind shall be permitted for any reason to park upon any street or roadway between the hours of midnight and sunrise the following morning, without being subject to removal by towing.

II. PARKING RULES and REGULATIONS

A. PLEASE BE ADVISED that, if an owner and/or his or her guest(s) fails to abide by the parking rules and regulations set forth herein, the offending vehicle(s) may be subject to towing as outlined below. Pursuant to Indiana Code § 9-22-1-4, its owner shall be liable for all costs incidental to removal, storage, and disposal of the vehicle or parts. Furthermore, any owner, resident and/or guest whose vehicle(s) are found to repeatedly violate this parking policy, in addition to having it/them removed by towing, may be subject to additional monetary fines, as permitted by law.

B. Every homeowner must park his or her vehicle(s) within his or her garage and/or upon his or her driveway. Parking of a temporary nature, whenever deemed necessary for the convenience of hired workmen or for guests invited for an occasional social event, shall be permitted on Windridge streets only during the hours prior to midnight. Overnight guests must park either in the homeowner's garage or driveway, in one of the paved guest parking spaces, or offsite.

C. Parking on the grass is strictly prohibited at all times. Any damage to the grass or landscaping caused by any owner, resident and/or his or her guest shall be the responsibility of the owner. The owner shall be responsible for any expenses the Association incurs to repair the damage, and such amount shall be added to the owner's account and immediately become due and payable.

D. No truck (defined as, "any vehicle too large to enter and be completely enclosed within the owner's garage"), motorhome, camper, boat, trailer, motorcycle, mini-bike, commercial or unconventional vehicle of any sort shall be permitted to park overnight in Windridge, other than enclosed within a garage, without receiving the prior approval of the Board of Directors.

E. Guest parking spaces are intended to provide short-term parking for guests, maintenance personnel and/or contractors, and not for the regular parking or storage of resident-owned vehicles. However, upon request to the Windridge office, residents may be permitted to park their vehicles thereon for a maximum period of fourteen (14) days. This provision is intended as a temporary accommodation to provide additional parking for residents during periods of construction, remodel, exterior maintenance or the arrival of an overflow number of guests.

III. TOWING POLICY

A. Towable offenses include:

1. Parking on private streets or roadways anytime between the hours of sunset and sunrise, other than during an occasional social event;
2. Parking on streets or roadways anytime between midnight and sunrise.
3. Parking anytime in front of fire hydrants;
4. Parking on any Common Area property (such as a grass area) that is not specifically intended for parking; and/or
5. Parking upon or in front of another owner's driveway or mailbox without receiving the prior consent of that owner.

B. The Board of Directors hereby reserves the right to order a licensed and bonded towing company to physically remove any such vehicle found within Windridge parked in an unauthorized place, at an unauthorized time, or in an unauthorized manner.

1. If it is able to determine the owner of the vehicle, the Association shall make a good faith effort to contact the owner in person, by telephone, or in writing to indicate that it intends to tow the offending vehicle.
2. If time permits, the Association shall place an adhesive tag in a prominent location on the vehicle indicating its intent to tow the vehicle. The tag shall indicate that date, time, name of the association, address of its management office, and a telephone number to contact for information; that the vehicle is considered to be in violation of these rules and regulations or abandoned; that the vehicle will be removed from the

premises by a towing company; that the person who owns the vehicle will be held responsible for all costs incidental to removal, storage, and disposal of the vehicle; and that the person who owns the vehicle may avoid costs by immediately removing the vehicle from the unauthorized parking place.

3. At the direction of the Board, the Association shall then order the offending vehicle to be removed and stored according to the towing company's policies and procedures.

C. However, without notice and on behalf of the Association, the Board may order the immediate removal of any vehicle that either poses a threat to the safety or the security of others (e.g. parked in front of a fire hydrant, blocking emergency vehicle access, blocking egress/ingress to a driveway or garage), or physically interferes with the conduct of normal business operations of the Association.

IV. RESERVED DISCRETIONARY POWERS

The above Vehicle Regulations, Parking and Towing Policy are intended to provide guidance to residents and their guests concerning normal day-to-day vehicle operations. However, the Board of Directors of Windridge Co-Owners Association, Inc. hereby reserves the right to modify these Rules and Regulations from time-to-time as it deems necessary and proper, and to consider and issue individual rulings regarding specific vehicles and/or specific operating or parking situations on a case-by-case basis at its sole discretion.

3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of these Amendments, together with the Restated Declaration, the Restated By-Laws, and any rules and regulations adopted pursuant thereto (including all amendments and supplements to any of the foregoing), and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

4. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to these Amendments have been fulfilled and satisfied.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed on the 21st day of May, 2013.

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

By: (s) R. W. Alexander

Richard Alexander, President

Attest:

(s) Jack Mart

Jack Mart, Secretary

(NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE)

