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Cross-Reference:

Innisbrooke, Section I (Plat), Instrument # 92011300 (Plat Cabinet C, Page 536)
 Innisbrooke, Section II (Plat), Instrument # 93011508 (Plat Cabinet C, Page 575)
 Innisbrooke, Section III (Plat), Instrument # 95003037 (Plat Cabinet C, Page 691)
 Innisbrooke, Declaration of Covenants and Restrictions, Instrument # 92011299

(Misc. Record Book 64 Page 712)

ADOPTION OF RULES AND REGULATIONS

AFFIDAVIT OF CORPORATE RESOLUTION

of the

INNISBROOKE HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Innisbrooke Homeowners Association, Inc., by its Board of Directors, on this 28 day of April, 2009, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Greenwood, Johnson County, Indiana commonly known as Innisbrooke was established upon the recording of certain Plats with the Office of the Recorder for Johnson County, Indiana; and

WHEREAS, the Plat for Innisbrooke, Section I, was filed with the Office of the Johnson County Recorder on June 11, 1992, as Instrument #92011300, found in Plat Cabinet C, Page 536 ABC; and

WHEREAS, the Plat for Innisbrooke, Section II, was filed with the Office of the Johnson County Recorder on June 7, 1993, as Instrument #93011508, found in Plat Cabinet C, Page 575 ABC; and

WHEREAS, the Plat for Innisbrooke, Section III, was filed with the Office of the Johnson County Recorder on March 1, 1995, as Instrument #95003037, found in Plat Cabinet C, Page 691 AB; and

WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Covenants and Restrictions of Innisbrooke Subdivision (hereinafter "Declaration"), recorded in the office of the Johnson County Recorder on June 11, 1992, as Instrument # 92011299, which states that by taking a deed to any Lot as set forth on the above listed Plats for the Innisbrooke Development, each owner becomes a mandatory member of the Innisbrooke Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on May 1, 1995; and

WHEREAS, the Board of Directors of the Association were granted the authority, pursuant to the Declaration, Article V, Section 7(g), to adopt additional rules and regulations it deems necessary or advisable with respect to the use, occupancy, operation and enjoyment of the Real Estate and the Common Areas, with "Real Estate" being defined as the property upon which the entire development, including the individual Lots, are situated, so long as the rules and regulations adopted pursuant to that authority are not inconsistent with the Declaration or any subdivision plat; and

WHEREAS, pursuant to this authority and to supplement the current provisions set forth in the Declaration, the Board of Directors desires to adopt certain rules and regulations to further regulate the use and maintenance of the individual Lots in the Innisbrooke Development, said rules and regulations all designed to protect each individual Lot owner's use and enjoyment of their Lot and to preserve the value and desirability of the real properties within the subdivision by protecting the health, safety and welfare of the Lot owners within the Innisbrooke community; and

WHEREAS, upon adoption, said rules and regulations shall be applicable and binding upon each and every Lot and Lot Owner in the Innisbrooke Development; and

WHEREFORE, BE IT RESOLVED, pursuant to this authority granted to the Board by the Declaration, the Board hereby adopts and certifies that the following is a full and true copy of the Resolution that was duly adopted at a meeting of the Board of Directors of the Association held in accordance with applicable laws, and was duly signed by the President and Secretary of the Association certifying that a majority of the members of the Board of Directors approved said Resolution and that the proceedings and the Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles of Incorporation, the Bylaws, or the Declaration of Covenants and Restrictions for the Innisbrooke Development, and that said Resolution shall become effective and applicable to each Owner of a Lot in the Innisbrooke Development upon the recording of these rules with the Johnson County Recorder.

1. ARCHITECTURAL REQUEST PROCEDURES

- A) **In General**. When an Owner in Innisbrooke wishes to make an improvement, addition, modification or alteration to their property, the Declaration requires the Owner to submit a written request for approval of the project to the Architectural Control Committee ("Committee") **before** construction begins. An Architectural Request Form may be obtained from and submitted to the Committee at:

Innisbrooke Homeowners Association, Inc.
c/o Architectural Control Committee
P.O. Box 882
Greenwood, IN 46142

All plans submitted to the Committee shall contain all necessary plot plans, diagrams, descriptions of the improvement or change to be made, colors, materials, locations, landscaping (if any), and any other information that may be required by the Committee. When applicable, all submissions must contain measurements of the project, including the size of improvement itself, and the distances the improvement will be located in relation to the dwelling on the property, the Lot lines, and any other structure or improvement located on the Lot. The Committee may also require the Owner to show the location of all easements on the Lot. The Committee may also require the Owner to provide all necessary governmental permits or approvals before issuing a ruling on the submission. It should be noted that approvals of the Committee are in addition to, and not in lieu of, any approvals or permits required to be obtained from any other person or governmental agency or department. All requests must be submitted in two (2) copies, with one copy being retained by the Committee for its permanent records.

- B) **Review and Decisions.** Once all necessary or requested information has been provided by the Owner to the Committee, the Committee shall send or email notification of its decision to the Owner. Email submissions and notifications may be mutually agreed upon by Owner and the Committee, but only if all email communications are sent or directed as "return receipt requested" to verify mailing and receipt of the email transmission. If the Committee does NOT approve the project, the notification shall state the reasons why the Committee rejected the submission. If no decision on a submission is issued by the Committee within twenty one (21) days of being submitted, then the request, by default, shall be deemed automatically APPROVED. If no submission is made to the Committee, a suit to enjoin or force the removal of such additions, alterations, improvements or changes may be instituted at any time by the Association.

Under no circumstance does any individual or member of the Committee or Board have the authority to verbally grant or approve any architectural request or to issue a written approval without the proper approval or authorization of a majority of the respective Committee or Board. In addition, the Committee or Board has no authority to approve any submission that directly violates any provision of the Declaration (i.e. the Committee cannot approve an above ground pool, because such pools are expressly prohibited by the Declaration).

Owners in Innisbrooke are hereby given notice that any verbal or unauthorized approval for any architectural improvement project is hereby considered invalid and will not act as an estoppel or defense against the Committee's request for written application for the project, the subsequent denial of the project, or any legal action that is taken by the Association to enjoin or force the removal of the unapproved addition, alteration, improvement or change to the Owner's Lot.

- C) **Failure to Receive Written Approval for Lot Modifications.** If an Owner commences a home, Lot or improvement change or modification without receiving necessary prior written approval from the Committee, then the above procedures will be followed, unless the improvement or change is expressly prohibited by the Declaration or these Rules, in which case submitting a request form would be moot and not necessary.

If a request form is to be submitted, the Owner will be asked to submit his/her architectural request form to the Committee for their review. If the Owner refuses to submit an architectural request form, the matter will be turned over to the Association's attorney for possible further action. If the Association incurs any expenses, including, but not limited to, administrative costs, to inspect or review work that was not properly submitted for approval before being erected or installed upon a Lot, then the Owner of that Lot shall be responsible for reimbursing the Association for these expenses. These expenses shall be added to the Owners account and shall be collectable the same as any assessment owed to the Association. If legal

action becomes necessary, the Owner will be responsible for all attorney fees and other costs incurred by the Association to gain compliance with the Declaration and these Rules. If the Owner submits his/her request, and the home, Lot or improvement change or modification is not approved, then the Owner will bear all costs associated with returning the home, Lot or improvement to its pre-modification condition.

2. DRIVEWAYS and SIDEWALKS

Owners shall maintain and replace the driveway and sidewalks of their Lot so as to maintain the same appearance as provided at the time of original construction, ordinary wear and tear excepted, unless a different material or appearance is approved in writing by the Board or Committee.

An Owner wishing to modify his driveway or sidewalk by installing a textured concrete surface or a colored concrete or coated surface to his driveway must submit the colors and specifications of the driveway modification to the Board or Committee in writing and receive written approval from the Board or Committee in advance of the installation.

Any Owner that modifies his driveway or sidewalk from its original appearance without Board or Committee approval shall be required to remove the modified driveway or sidewalk and replace it with a form of driveway or sidewalk like the original or approved by the Board or Committee.

3. EXTERIOR HOME APPEARANCE AND MAINTENANCE

A. Exterior Color.

It is the intent and desire of the Board to promote and maintain an aesthetically pleasing appearance within the neighborhood. To this end, it is the goal of these rules and regulations to control the exterior appearance of the homes in the Real Estate, including, but not limited to, the gutters, shutters, windows and doors (both residential and garage) so that they are harmonious and consistent in appearance with the majority of homes in the subdivision.

No change shall be made to the exterior color of any residence without the prior written approval of the Committee. Any color change installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be re-painted a color approved by the Committee. The fact that an Owner may have already painted their home, house trim or Lot improvement BEFORE submitting a request or receiving Committee approval for their painting project shall not operate as a waiver or obligation for the Committee to approve the submission or paint color. Pursuant to the Declaration, the Committee may take action to gain the removal or repainting of any non-conforming or unapproved exterior home, house trim or other Lot improvement color through legal or other equitable means.

B. Siding

All replacement siding in the Real Estate must be consistent with that originally installed by the Developer or builder. Therefore, all replacement siding should be standard hardwood, Hardi-Plank®, or an equivalent brand cement board. Unless the Owner is replacing his siding with the same style and material siding as currently exists on the home, the Owner must submit a written request and obtain written approval by the Board or Committee for any siding modifications in style of material. *ABSOLUTELY NO VINYL SIDING REQUESTS WILL BE APPROVED BY*

THE COMMITTEE. INSTALLATION OF VINYL SIDING ON ANY HOME IN THE REAL ESTATE SHALL NOT BE ALLOWED OR PERMITTED UPON THE EFFECTIVE DATE OF THIS RULE.

C. Roofs

All replacement roofing in the Real Estate must be consistent in style and color with that originally installed by the Developer or builder. Unless the Owner is replacing his roofing with the same style and color roofing as currently exists on the home, the Owner must submit a written request and obtain written approval by the Board or Committee before making any changes in the roofing style or color. For example, if a roof is damaged in a hail storm, and is being replaced, the Owner does not need approval to replace the roof with the same style and color of asphalt shingle; but the Owner would need to submit for and receive approval before installing a new roof of another style or a different color.

If a roof is damaged and needs to have missing shingles replaced, those repairs must be made within sixty (60) days from the date the shingles blew off or were damaged.

D. Maintenance.

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

All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of five inches (5"), nor shall any noxious, illegal or other weeds, underbrush, or other unsightly growths be permitted to grow or remain upon any Lot. An example of a weed that shall not be permitted is Dandelions, due to their nature to infest other lawns in their vicinity. Flower beds, trees and bushes shall remain neatly trimmed and not allowed to become overgrown with weeds or other vegetation.

No refuse piles or other unsightly objects shall be allowed to be placed or remain on any Lot. No trash, rubbish, garbage or other waste, including, but not limited to, grass, leaves and branches, shall be kept on any Lot.

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

Utility cables shall be installed along the sides of the home and buried in the yard in a manner so that the lines are not visible to other residences in the neighborhood.

The failure of any Owner, or his family, tenants, guests, invitees, servants, or agents, to comply with any of the requirements or restrictions of this provision may warrant the Association to cut the grass/weeds/growth or clear the trash, refuse, or debris from the Lot or Property pursuant to its authority as set forth in Article XIV, Section 3(L) of the Declaration. The Association, or any of its designated agents, shall have the right to enter upon any Lot to perform said maintenance, mowing, repair, or other acts as may be reasonably necessary to make such Lot and any improvements thereon conform to the requirements of the Declaration or these rules and regulations; and the Association, or its agents, shall not be liable to the Owner for any damages resulting from the work performed hereunder unless it can be shown that the damages resulted from an act of gross negligence or willful or reckless misconduct. The expense of said action

shall be the responsibility of the Owner of the Lot committing or necessitating the action. The cost of the Association's corrective action shall become part of the Owner's account and treated as a Special Assessment against the Owner and Lot, and there shall be lien against said Lot for these expenses, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association may file suit and recover such amount together with reasonable attorney fees and costs of collection. For purposes of this section, the Association shall have the right and discretion to determine whether the condition or appearance of a Lot reasonably constitutes an "unsightly or unkempt" condition or appearance when compared or considered in relation to the condition or appearance of the other homes in the Development subdivision as a whole. However, the Board or Committee determination regarding whether a Lot is "unsightly or unkempt" may be overturned if the Owner found to be in violation of this rule presents the Board or Committee with a petition containing the signature, address and date of a majority of the Owners in the Real Estate. Said petition must be presented to the Board within thirty (30) days of the Board or Committee determination; otherwise, the Board or Committee determination regarding the violation of the rule will be deemed valid.

4. FENCES

All fencing style, color, location and height shall be generally consistent within The Real Estate. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air. No fence shall be erected in or extend into any Landscape or Mounding Easements. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property.

Any fencing permitted to be used in the Real Estate must be black wrought iron style or black vinyl coated chain link. No wooden fencing of any kind shall be permitted in the Development. Metal, wire, or chain link fencing, except for black wrought iron style or black vinyl coated chain link, is strictly prohibited in the subdivision.

Fences in the Development shall be a minimum of forty-two inches (42") high, and a maximum of forty-eight inches (48") high; unless the fence is to be situated around an in-ground pool, in which case the fence shall be a minimum of five foot (5') high and a maximum of six foot (6') high.

No fencing shall extend forward of the front foundation corner of the dwelling. All fences that are not to be adjoined, or connected, to neighboring fences shall be set back a minimum of eighteen inches (18") from each Lot line, and they must also meet any regulations and/or set back requirements for fences as established by local ordinance or as set forth in any other covenant within the Declaration. Any Owner(s) on adjoining, or neighboring, Lots that wish to erect any fences that are to be connected, joined or shared, on one or more sides, by those Lots must submit in writing a request for approval for such adjoining fence signed by each Owner of a Lot where the adjoining fences will be placed or maintained. This request must be included with the written architectural request submitted to the Board or Committee.

No enclosures, structures, kennels or "runs" designed for the outside keeping or exercising of pets or other animals, including but not limited to, dog runs, kennels, or other similar enclosures which are made in whole or part from wood or chain link fencing material, shall be permitted in the Development.

The Board or Committee also reserves the right to grant a variance of any limitation in this fence guideline upon written request by the Lot Owner and under facts or circumstances that would cause an undue hardship upon the Lot Owner and reasonably supports the granting of the variance request. The Committee also has the absolute right to determine under what conditions and what requirements it deems appropriate for the granting of a variance.

5. POOLS.

No on-ground or above-ground swimming pool shall be installed or erected upon any Lot in the Real Estate per Article XIV, Section 4(A), of the Declaration. A pool designed for above ground use that is buried or partially buried in the ground will not be considered an in-ground pool for purposes of this provision.

For purposes of this rule, a spa, hot tub or small one-piece or inflatable "kiddie" pool (no larger than eighteen inches (18") deep and eight foot (8') in diameter) shall not be considered an above ground pool; however, before any spa, hot tub or in-ground pool may be installed on any Lot, the Owner must submit a written architectural request form and receive written approval for the installation from the Committee. The Committee may require that hot tubs and spas be screened to prevent their view from adjacent Lots. Fencing and/or an electronic cover, as required by law, is required for all in-ground pools.

6. MAILBOXES.

All mailboxes installed on any property in the Real Estate shall be mounted on an existing or new wood post identical to existing homeowner posts, including color and measurements.

The box and post shall be the same in design, size, color and materials as originally installed.

The original mailboxes and posts were installed by:

Caporale Posts, Inc.

1648 Old State Road 37

Greenwood, IN 46143

(317) 883-3725

Toll Free: 1-877-55-POSTS

On the web: www.mailboxposts.net

Please contact Caporale Posts for specific information and pricing for mailbox and post replacements.

Absolutely no plastic, resin, poly-vinyl, vinyl, rubber or metal posts shall be permitted in the Development. Absolutely no plastic, resin, poly-vinyl, vinyl, wood or rubber boxes shall be permitted in the Development.

So long as the Owner follows these guidelines for installation and appearance, the Owner does not need to receive prior written approval of the Board or Committee before installing a mailbox or post.

All mailboxes and posts shall be properly maintained and kept free of rust or other damage, such as dents, scratches and broken parts. Any box or post that becomes rusted, damaged or unreasonably faded must be repaired or replaced within thirty (30) days of notification to the Owner by the Committee. If the Board or Committee sends a written notice to the Owner, via first class, postage pre-paid, US Mail, to the Owner's last known address requesting that the Owner perform needed repair or maintenance to his box or post, and the repair or maintenance work is not performed by the Owner within thirty (30) days of the date of the written notice mailed by the Board or Committee, then the Association reserves the right to repair, repaint or replace the box, post or any part thereof, and pass the expense of this work, including parts and labor, to the owner of the Lot. In lieu of individual Owners within the Real Estate performing repair or maintenance work on their boxes or posts, the Association may, but is not required to, budget for and perform said repairs and maintenance to mailboxes and posts on behalf of the Owners. Any Owner who does not consent to the Association performing this work on their mailbox or post must notify the Association in writing before said work is performed by the Association.

7. EXTERIOR LIGHTING

Exterior lighting, including flood lights and other directional lighting, shall not be directed or pointed outside the boundaries of the Lot where the lighting is located, and may not be pointed or located in a manner where the lighting creates or causes a nuisance or disturbance to neighboring properties.

Holiday lighting and decorations are permitted, but they may not be displayed more than sixty (60) days prior to the holiday, and they must be removed within sixty (60) days following the holiday.

8. GARBAGE OR TRASH CANS

All trash, rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon. All trash, rubbish, garbage or other waste shall be kept in clean sanitary containers.

It being the intention of this rule to keep trash cans from being visible to vehicles and by pedestrians walking by the home, all trash receptacles and equipment used for the storage or disposal of trash, rubbish, garbage or other waste shall not be stored or kept on any Lot unless kept within the garage, except that trash cans may be stored outside if they are only stored along the garage side of the home and a) completely obscured by a vegetative cover, such as bushes or shrubbery; or b) completely obscured behind a constructed or installed barrier or blind submitted to the Committee in writing and approved by the Committee in writing. By way of example and to clarify the requirements of this rule, no Owners or residents shall store or place any trash can or bag in the driveway, the front porch, or any other area of the Lot where the container or bag is visible from the street.

Trash receptacles, trash bags and/or other items placed outside for regular trash collection may not be placed on the curb side earlier than 5:00 p.m. the afternoon before the scheduled trash pick up day, and trash receptacles must be removed from public view by 10:00 p.m. the evening of the trash collection day.

9. BASKETBALL GOALS, PLAYSETS, AND OTHER RECREATIONAL EQUIPMENT

A. Basketball Goals. Permanent Basketball Goals must be approved by the Committee before being installed on any Lot. *Temporary or moveable basketball goals are not permitted within the Real Estate.* The Committee will consider the following rules and guidelines when considering an Owner's request to install a permanent basketball goal:

1. No backboard shall be installed or attached to a residence or home.
2. Backboards of all basketball goals shall be rectangular in shape.
3. Mounting poles shall be black in color.
4. Poles shall be installed with a concrete base.
5. Goals shall be located adjacent to the driveway or the rear yard of the home.
6. Goals may not be located within a setback or easement area.
7. Under no circumstance shall a basketball goal be installed or placed on or next to any sidewalk, curb or street in the Development, or in any other location on a lot that will require or allow play to occur in the streets of the Development.
8. No lighting can be directed toward a basketball goal to illuminate the goal or to allow night play.

9. The Committee reserves the right to approve all colors, materials, and locations of goals;
10. Goals shall be properly maintained, and may be subject to inspection or review by the Committee at any time. In the event that the Committee determines that a goal is in need of maintenance or repair, it shall notify the Owner and provide the Owner a stated period of time to perform the necessary maintenance or repair. If the Owner fails to comply with this request for maintenance or repair, then the Committee reserves the right to enter onto the Owner's property for the express and limited purpose of performing the necessary maintenance and repair work, with the costs of said work being assessed against the Owner and his Lot. The Committee also reserves the right to withdraw its approval of the goal upon a finding by the Committee that proper maintenance and repair is not being performed by the Owner, and to proceed with legal action to have the goal removed after such a determination.
11. The Committee reserves the right to grant variance to any of the foregoing rules upon written application or request from the Owner. The Committee may determine what documentation it needs to adequately review the variance request, including, but not limited to, approvals from surrounding neighbors for the project. Any variance request must be approved by a majority of the Committee and any approved variance shall clearly state in writing the Committee's reason for granting the variance.

B. Play Equipment. All playset structures must be approved in writing by the Committee before they may be erected or installed on any Lot. The following guidelines shall be used in regard to playset structures:

1. Each playset must be of substantially all wood material. No metal or plastic playsets will be approved;
2. No playset structure shall contain an enclosed structure, or tower, larger than four (4) foot wide, four (4) foot deep, and four (4) foot high (4'w x 4'd x 4'h) unless a variance is applied for and granted by the Committee, but under no circumstances shall a variance be granted for an enclosure or tower larger than eight (8) foot wide, eight (8) foot deep, and eight (8) foot high (8'w x 8'd x 8'h).
3. Playsets shall have an overall height restriction of twelve foot (12') from the ground to the top of the highest portion of the playset unless a variance is applied for and granted by the ARB, but under no circumstance shall a variance be granted for a playset with an overall height greater than fifteen foot (15').
4. Playsets must use either wood or green vinyl coverings for any enclosed area or tower, and all attachments, slides, swings, etc. shall be green or deep red in color, unless a variance is applied for and granted by the Committee.
5. Playsets must be located in the rear yard of the Lot, and may not be located within any setback or easement area;
6. The Committee reserves the right to require any yard containing playset equipment to be fenced or obscured by plants, shrubs or other means.
7. The Committee reserves the right to approve all colors, materials, designs and locations of playsets;
8. Playset installation, construction or use shall not violate any other covenant or restriction;
9. Playsets shall be properly maintained, and may be subject to inspection or review by the Committee at any time. In the event that the Committee determines that a playset is in need of maintenance or repair, it shall notify the Owner and provide the Owner a stated period of time to perform the necessary maintenance or repair. If the Owner fails to comply with this request for maintenance or repair, then the Committee reserves the right to enter onto the Owner's property for the express and limited

- purpose of performing the necessary maintenance and repair work, with the costs of said work being assessed against the Owner and his Lot. The Committee also reserves the right to withdraw its approval of the playset upon a finding by the Committee that proper maintenance and repair is not being performed by the Owner, and to proceed with legal action to have the goal removed after such a determination.
10. The Committee reserves the right to grant variance, subject to any express limitations of that right, to any of the foregoing rules upon written application or request from the Owner. The Committee may determine what documentation it needs to adequately review the variance request, including, but not limited to, approvals from surrounding neighbors for the project. Any variance request must be approved by a majority of the Committee and the Board, if they are separate entities, or by a unanimous vote if the Committee and the Board are the same, and any approved variance shall clearly state in writing the Committee's and/or the Board's reason for granting the variance;

C. Other Recreational Equipment. Basketball courts or other sport courts must be approved in writing by the Board or Committee prior to construction or installation. Trampolines and other temporary play equipment do not require written permission from the Committee, but the Committee does reserve the right to adopt rules regarding the location of the equipment. For example, trampolines must be located in the rear yard of the Lot only.

The Committee may consider the impact or the potential effect of such a court, trampoline, play equipment or use on neighboring properties, and the Committee reserves the right to require any basketball or sport court, trampoline, or other piece of play equipment to be enclosed by a fence or other barrier if the Committee determines that such a fence or barrier would lessen or minimize the impact on neighboring properties. The Committee will not approve any lighted courts or facilities.

10. PARKING

Pursuant to Article XIV, Section 4(A), of the Declaration, all vehicles belonging to members of a household shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. For purposes of the provision, "temporary" shall mean no longer than 48 consecutive hours in any one consecutive week period of time, and "non-recurring" shall mean no more than once in any one consecutive week period of time.

No camper, trailer of any kind, mobile home, recreational vehicle, truck, motorcycle, boat or jet-ski, snowmobile, bus, dune buggy, mini-bike or moped, race car or other similar vehicles of any kind may be parked on any street or on any Lot in the Real Estate unless such vehicle or trailer is kept in an enclosed garage and out of public view. For purposes of this restriction, the term "truck" does not include pickup trucks up to two ton, full size vans and/or sport utility vehicles.

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

No vehicles of any kind may be parked on any court, cul-de-sac or round portion of any drive or street in the Development except on a temporary or non-recurring basis. In addition, current Johnson County ordinance prohibits the parking of any vehicle on a cul-de-sac or round portion of a drive or street between the hours of 11:00 p.m. and 5:00 a.m.

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

No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles shall be permitted in the Real Estate. Vehicles that display company logos or advertisements must be parked in the driveway or garage of the residence only; with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, routine home maintenance or health care services.

No inoperative, disabled, unregistered or unlicensed vehicle shall be parked, stored, or repaired anywhere in the Development in open public view. For purposes of this section, "inoperative" includes any vehicle that has not been noticeably moved or driven by its owner for a period of two (2) weeks or longer; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven. For purposes of this section, "unregistered" and "unlicensed" includes any vehicle that does not display a valid license plate as required by law.

No vehicles of any kind may be put up on blocks or jacks to accommodate car repair unless such repairs are done in an enclosed garage.

The Board has the right, but not the obligation, to remove or tow from any street or public place within the Real Estate at the Owner's expense, any vehicle that is in violation of any of these rules or covenants. The Board may establish procedures to be used in enforcement of this rule, including towing. If an Owner's vehicle is towed pursuant to this rule or any covenant, the Association, and any person or agent acting on behalf of the Association, shall not be liable for any damage, loss or expense incurred by the Owner as a result of a vehicle being towed from the subdivision.

11. OUTBUILDINGS

No structures detached from the residence, including but not limited to trailers, storage sheds, mini-barns, pool houses, cabanas, playhouses, dog houses, or other similar structures, shall be erected or situated on any Lot, except those used by a builder during the construction of a residence on a Lot.

12. GARAGE SALES

The Association reserves the right to hold an annual "community garage or yard sale", and each Owner may participate in that sale. In addition to the community garage or yard sale, each Owner shall be entitled to hold their own garage or yard sale on their Lot one (1) time per calendar year. Hence, each Owner has the opportunity to hold or participate in two (2) garage or yard sales per year.

No Owner may hold or participate in more than the two (2) garage or yard sales within Innisbrooke in a calendar year. In addition, no Owner may sell at a garage or yard sale tangible personal property that was purchased by the Owner for the purpose of resale. Also, the sale of consigned tangible personal property at a garage or yard sale in Innisbrooke is prohibited.

No garage sale may last more than three (3) consecutive days (i.e. Thursday, Friday and Saturday). No garage sales may take place on Sundays. Signs advertising a garage sale in the subdivision may be placed in the Common Area at the subdivision entrance, but only if the sign is approved by the Committee *prior* to being placed in the Common Area, and so long as the sign is removed within twenty-four (24) hours after the end of the garage sale. Any sign placed in the Common Area that was not

approved or is not removed within twenty-four (24) hours after the end of the sale can be removed and disposed of by the Association.

In addition, if an Owner or his guests, visitors or invitees damage any portion of the Common Areas that are owned or legally required to be maintained by the Association during the preparation or course of the garage or yard sale, then that Owner shall be responsible for reimbursing the Association for any costs incurred by it for maintenance, repair or replacement of any portion of the Common Area, including, but not limited to, ruts or turf damage and broken sprinklers. The costs of this maintenance or repair work shall be assessed and collected in the same manner as an assessment on the Owner's Lot.

13. TREES

No Owner shall be allowed to plant trees, bushes, shrubbery or do any landscaping or gardening in any of the Common Areas, except with express permission from the Board of Directors. The Committee may, in its discretion, adopt landscaping guidelines to promote and protect the integrity and aesthetic appearance of the Real Estate, but all landscaping must be well maintained at all times.

Trees planted in the right-of-way easement (between the curb and the sidewalk) are the responsibility of the Lot Owner. All trees planted in the right-of-way must be well-maintained, including trimming and pruning, at all times. However, in no event shall an Owner remove an existing tree in a right-of-way, other than diseased, damaged or dead trees, without the prior approval of the Committee. Any tree planted in the right-of-way easement that is removed must be replaced within thirty (30) days or as professionally recommended with a new tree from a list of suitable tree species approved by the Committee from those species that are less likely to cause destruction to sidewalks, curb, streets and sewers. Replacement trees in a right-of-way area must be a minimum of two inches (2") in diameter and planted as close as practical to the original location of the removed tree in order to maintain the orderly appearance of the tree-lined streets.

The tree stump of any removed tree must be removed, or ground down to a minimum of six inches (6") below ground level and covered with top soil and seed.

If any tree planted in a right-of-way area becomes an obstruction or hazard, or creates damage to, any street, curb, sidewalk or sewer, the Board of Directors may request that the Owner remove, appropriately trim, or perform other proper maintenance or care to the tree. If, after requested to do so by the Board, the Owner fails to promptly remove, trim, or prune the tree, then the Board reserves the right to remove, trim or prune the tree as it deems appropriate under the circumstances. Any expenses incurred by the Association in connection with this removal, trimming, pruning or maintenance shall be the responsibility of the Lot Owner and said expenses shall be reimbursed to the Association. Any expenses incurred by the Association under this provision shall be treated as a special assessment against the Lot and Lot Owner in question and collectable as provided for any assessment under the terms of the Declaration. The Board shall not be held liable for any tree removed or accidentally damaged due to trimming or pruning if the tree constituted or created an obstruction or hazard to vehicular traffic or sidewalk use, or created or caused damage to any street, curb, sidewalk or sewer.

14. TENNIS COURT AND LAKE USE

A. Tennis Court.

- (i) Unless otherwise approved by the Board, the tennis court area is to be used for the play of tennis only. No bicycling, skate-boarding, roller or in-line skating, or other similar activities are permitted on these facilities.

- (ii.) The tennis courts are for the exclusive use of Innisbrooke Owners, their family members and guests. In order to prevent non-residents from using the facilities, guests of an Owner using the facilities shall do so only while accompanied by the Owner.
- (iii.) All persons using the tennis courts must wear appropriate attire, including tennis shoes.
- (iv.) No hard sole shoes or boots may be worn on the tennis court playing surface.
- (v.) No swearing or use of loud, offensive or vulgar language shall be used while playing on the tennis courts.
- (vi.) Destruction or abuse of the tennis courts, nets, fences and other portions of the facilities will not be tolerated. Abusers of this rule will be banned from further use of the tennis court area.
- (vii.) No alcohol or intoxicated persons in the tennis area are permitted.
- (viii.) No trash or litter shall be left at the facilities by the users. Users are responsible for picking up and disposing of all trash.
- (ix.) The tennis courts may be used from approximately 8:00 a.m. to dusk.
- (x.) The Association is not responsible for lost or stolen personal property.
- (xi.) Safety is of primary concern to the Association. All persons using the tennis courts and area do so at their own risk and agree, by using the facilities, to abide by the rules adopted by the Association. The Association, its Directors and agents, assume no responsibility for any accident or injury incurred in connection with use of the tennis court facility. Residents are responsible for the actions of their children and guests.
- (xii.) All Owners are entitled to use the tennis court facility. However, this privilege may be suspended by the Association for Owners who are delinquent in paying their assessments for thirty (30) days or more; or for Owners, or their guests, that have been found to be in violation of any Innisbrooke restrictions or rules.

B. Common Lakes.

- (i.) The lake areas are for the exclusive use of Innisbrooke Owners, their family members and guests. In order to prevent non-residents from using the lake areas, guests of an Owner using the lake areas shall do so only while accompanied by the Owner.
- (ii.) No ice skating is allowed on the lakes;
- (iii.) No skiing is allowed on the lakes;
- (iv.) No swimming is allowed on the lakes;
- (v.) No motorized boats larger than a bass-style boat is allowed. Boats must have no larger than a trolling motor.
- (vi.) All persons using a boat on any lake in the Real Estate must wear a safety vest and follow all applicable boating rules set forth under Indiana law.
- (vii.) Fishing is allowed along the shorelines along Innisbrooke Trail located on both sides of the bridge.
- (viii.) Fishing is allowed along the North and South shorelines as well as the shoreline along Innisbrooke Trail on the lake located on the West side of the bridge.
- (ix.) No Owner or their guest may trespass upon the private property of another owner to fish unless that property Owner has granted the resident permission to fish from the owner's bank.

- (x.) Fishing is allowed during daylight hours only.
- (xi.) Safety is of primary concern to the Association. All persons using the lakes and lake area do so at their own risk and agree, by using the facilities, to abide by the rules adopted by the Association. The Association, its Directors and agents, assume no responsibility for any accident or injury incurred in connection with use of the lakes or lake areas. Residents are responsible for the actions of their children and guests.
- (xii.) All Owners are entitled to use the lakes and lake areas. However, this privilege may be suspended by the Association for Owners who are delinquent in paying their assessments for thirty (30) days or more; or for Owners, or their guests, that have been found to be in violation of any Innisbrooke restrictions or rules.

15. ANIMALS AND PETS

No animals, livestock or poultry of any kind, including, but not limited to, exotic animals and pot-bellied, or Vietnamese, pigs, shall be raised, bred or kept on any Lot, except that dogs, cats or other customary household pets may be kept on a Lot, provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance, including but not limited to foul odor or unreasonable noise, to any other Lot Owner or resident. No Owner shall feed or perform any other act that encourages or promotes wild animals or waterfowl, including, but not limited to, geese and ducks, from using, landing or feeding on any portion of the Real Estate, including the Common Areas. Any Owner feeding wild animals or waterfowl may be held responsible for any destruction caused to the Common Areas by said animals or for any expense incurred by the Association to repair damage caused by said animals or to deter said animals from continuing to use, land, or feed on the Real Estate.

Pets shall be taken outdoors only under leash or other restraint and while immediately attended by the Owner. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by the Owner's pet. The tethering of pets on any Lot or other area of the Development without the Owner being present does not constitute "attended." The Owner shall be responsible for the cleaning of any Owner's Lot, Common Area or public right-of-way soiled by his pet's excrement, and shall be fully liable for the expenses of any cleaning performed by the Association because the Owner failed to clean up after his pet.

Any pet which, in the sole discretion and judgment of the Board, is a dangerous animal, or is causing or creating a nuisance, unreasonable disturbance or noise, property damage, or loss of enjoyment to a resident or a resident's property in the Development, shall be permanently removed from the Real Estate within ten (10) days after written notice from the Board to so remove said animal is mailed to the respective Owner via first class mail. A "dangerous animal" is one that has bitten or attacked a resident in the Development, or when unprovoked, has chased or approached a person upon that person's private property, or upon the streets, sidewalks, or any public grounds in the Development, in a menacing fashion or an apparent attitude of attack.

No enclosures, structures, kennels, cages, houses or "runs" designed primarily for the outside keeping of pets or other animals shall be permitted in the Development.

16. SATELLITE DISHES

In accordance with the Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Only one dish may be installed upon each Lot, unless additional dishes are required to receive additional or unique transmissions that cannot be received by a previously installed dish. The Committee reserves the right to require written verification for the installation of additional dishes upon any Lot.

The OTARD Rule allows Associations to designate a preferential order of placement for dishes in their community. To that end, the Committee desires that satellite dishes be permanently mounted in a location on the Lot that is the least visible from the street directly in front of the Lot which will not result in a substantial degradation of reception. This priority shall be: 1) in the rear of the Lot; 2) on the side of the Lot or home; and 3) the front of the home, in this specified order. Therefore, an Owner shall install a satellite dish in the rear portion of the Lot if acceptable reception can be received from that location. If acceptable reception cannot be obtained in the rear portion of the Lot, then the dish may be located along the side of the home if adequate reception can be received from that location. If adequate reception cannot be received from a location along the side portion of the home, then a dish may be located in the front of a home. However, if a dish is located in the front portion of a Lot, the Committee reserves the right to request an Owner provide adequate documentation from a reputable dish installation expert that the placement of the dish had to be located in the front Portion of the Lot to prevent a substantial degradation of reception. So long as the Owner follows this preferential placement guideline for installation, the Owner does not need to receive prior written approval of the Committee before installing a dish.

After a dish is installed, if the Committee believes or determines that the device could have been installed in another location on the Lot less visible from the street directly in front of the home, or that the Owner did not comply or follow the preferred placement order when installing the satellite dish, then the Committee reserves the right to require the Owner to move the dish to another location less visible from the street, or to seek the removal of the dish from its location, so long as the relocation of the dish does not substantially impact or degrade the reception of the device. For example, if an Owner locates a dish on the front of his home, and it is determined that the dish could have been installed in a location on the rear or side of the home that would have still allowed adequate reception, then the Committee may require the Owner to move the dish, at the Owner's expense, to this less visible location.

In addition, the Committee reserves the right to require landscaping, fencing or other screening around the dish to hide it from direct view of the street, or to cover or paint the dish to make it more acceptable in appearance to its surroundings, so long as none of these changes or screenings impair the reception of the device. If an Owner fails to install or make the improvements or modifications requested by the Committee, then the Association reserves the right to enter upon the Owner's Lot upon ten (10) days prior notice and make said improvements or modifications, the expense of which shall be added to the Owner's account. The ten (10) day notice provided to the Owner shall set forth the specific work to be performed. If an Owner objects to or prevents the Association from making such improvements or modifications, then the Association reserves the right to seek injunctive relief for the removal of the dish.

Other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule, such as dishes larger than one (1) meter in diameter and ham or amateur radio antennas, must receive prior written approval of the Committee before being installed on any Lot.

17. ENFORCEMENT

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

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

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

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

18. COVENANT AND RULE ENFORCEMENT PROCEDURES

Residents who are in violation of the Innisbrooke Declaration or Rules and Regulations will receive a letter from the Association's Board of Directors. This letter will: 1) identify the violation; 2) ask the owner to remove or correct the violation in a specific fashion, and 3) give the owner a specific time period within which to comply with the Association's request. If the violation is not corrected within the time period specified in the Association's letter, or in the event of a new violation of the same nature, the Association may elect, but is not required, to have the Association's attorney send a letter informing the Owner that the violation matter has been turned over to his office to pursue any legal action necessary to gain compliance with the Declaration or Rules and Regulations. This Attorney Letter will also inform the Owner that this is their final opportunity to correct the problem, and failure to do so will result in a lawsuit being filed against them to seek their compliance with the Declaration or Rules and Regulations. The Attorney's Letter will also let the Owner know that they are also responsible for the cost of the attorney's violation letter. *Once a matter is turned over to the attorney for action, correcting the violation alone will not stop the matter from moving forward; the proceedings will not terminate until the Association has been reimbursed its legal expenses, and failure to reimburse the Association for their legal expenses may result in legal action to collect any and all expenses owed to the Association, including, but not limited to, attorney fees and court costs.*

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

- a) Exercising any self-help remedies available to the Association under the Declaration or the Rules and Regulations;
- b) Filing a lawsuit and pursuing legal action against the Owner.

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

The Association may at any time before, during or after the enforcement procedures outlined in this provision exercise its self-help authority as set forth in the Declaration. According to this authority, the Association has the right to determine if an owner is properly maintaining his Lot and the improvements on the Lot. If the Association determines the owner is not properly maintaining the Lot or the improvements on the Lot, then the Association has the right to enter upon the Lot and abate, correct, repair, or remove the violation or problem. If the Association exercises its self-help authority, the Association and its employees, agents, and contractors are not liable for any damage that might occur or result from the work, unless caused by the willful misconduct or gross negligence of the Association or its agents. All expenses incurred by the Association to abate, correct, repair or remove the violation shall be treated as a special assessment against the Lot and Lot owner.

All letters and notices regarding a violation of the Declaration or Rules and Regulations shall be sent to an Owner via First Class U.S. Mail, postage pre-paid. Said notices or letters are not required to be sent via certified mail.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the restrictions set forth in the Declaration, Plat Covenants, or the Rules and Regulations shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of the Declaration, Plat Covenants or the Rules and Regulations. In short, any provision in the Declaration, Plat Covenants or the Rules and Regulations can be enforced at any time.

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

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