



Board Interpretation
of
Governing Documents

May 26, 2020

Protecting our property values and to keeping
Arbor Chase a most desirable community.

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Introduction

This document provides a standard approach to interpreting the governing documents and is intended primarily as a guide for the Board of Directors. Each year, when a new Board is formed, they must approve these interpretations, as well as other proclamations and policies for use during the upcoming year. This document may be revised with the approval of the majority of the Arbor Chase Board of Directors at any time.

Governing Documents

There are three documents that govern Homeowner Associations (HOA):

The Articles of Incorporation (AOI), also referred to as the “Articles,” are the legal documents that define the corporation, its governance and other aspects of the business entity. The Articles are required by law and are filed with the State of Indiana. Arbor Chase Homeowners Association, Inc. was established on January 30, 2004.

The Declaration of Covenants, Conditions and Restrictions (CCR), also referred to as the “Declaration,” defines the parameters for construction of new homes, as well as the conditions and restrictions that apply to living in a specific community. The Declaration is required by state law for all HOAs and are filed with Tippecanoe County. The Arbor Chase Declaration was filed on December 15, 2003, and revised on July 27, 2004, October 8, 2004, May 3, 2006 and September 15, 2011.

The By-Laws provide the rules and guidance to be followed by the Board of Directors as they manage the Association. The By-Laws are required by state law and can be changed by the Board of Directors. The original By-Laws for the Arbor Chase HOA were drafted on April 8, 2004, and revised on June 28, 2016.

While there are provisions in state law to amend the Articles, in most cases it is unnecessary to do so. The Declaration, on the other hand, may need to be fine-tuned and updated from time to time, in accordance with guidelines established within the Declaration itself. The Arbor Chase Declaration can be modified with the approval of at least 75 percent of the owners. [The original Declaration states that a 90 percent approval is required for the first 20 years (until December 15, 2023), however, Indiana Code 32-25.5-3-9 stipulates a requirement of no more than 75 percent.]

In some cases, there is overlap between the three governing documents. In these cases, the Declaration of Covenants, Conditions and Restrictions takes precedence. The Interpretation of Governing Documents presents each topic by providing the language of the Declaration, unless otherwise noted. The Interpretation encompasses both the Articles and the Declaration, but does not cover the By-Laws, unless there is some point of governance to be considered.

Areas Not Included

There are six areas that are not included in the Interpretation:

- 1) Any topic relating to the closure of the Association, liquidation of assets and any other matter pertaining to the general topic of liquidation of the Association. This includes:
 - a) (AOI) Article X Distribution of Assets on Dissolution or Final Liquidation

- b) (CCR) Section 10.6 Condemnation, Destruction or Liquidation
- 2) Any topic relating to or reiterating Federal and State, County and/or City laws, such as mortgagee rights. This includes:
 - a) (AOI) Section 5.06 No Preference, Etc.
 - b) (AOI) Section 9.07 Amendment of Articles of Incorporation
 - c) (AOI) Section 9.10 Liability to the Corporation
 - d) (AOI) Section 9.11 Indemnification
 - e) (CCR) Section 3.6 Fee Title to Lot
 - f) (CCR) Section 3.9 Street Dedication
 - g) (CCR) Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer
 - h) (CCR) Section 6.37 Zoning and Subdivision
 - i) (CCR) Section 9.1 Mortgagee Rights
 - j) (CCR) Section 9.4 Right of First Refusal
 - k) (CCR) Section 10.1 Right of Enforcement
 - l) (CCR) Section 10.4 No Vehicular Access
 - 3) Any topic pertaining to Limited Lake Areas. A Limited Lake Area is a lake completely or partially surrounded and enclosed by Lots. There are no Limited Lake Areas in Arbor Chase, since there is Common Area surrounding each lake. Text pertaining to Limited Lake Areas is replace with an ellipsis (...). This includes:
 - a) CCR Section 2.11 Limited Lake Area
 - 4) All topics relating to new home construction. First, all Lots in Arbor Chase have been fully developed and the only new home construction that can take place is when an existing home needs to be replaced. Second, the covenants pertaining to new home construction stand as they are written and require no interpretation. Anyone needing to replace their home should contact the Board of Directors. This includes:
 - a) (AOI) Section aa.01(q) Plat
 - b) (CCR) Section 2.13 Plat
 - c) (CCR) Section 3.4 Undefined Drainage, Utility, Sewer and Other Development Easement
 - d) (CCR) Section 3.5 Easements for Emergency Purposes
 - e) (CCR) Section 3.7 Defined Drainage, Utility, Non Access and Sewer Easements
 - f) (CCR) Section 6.6 Setback Lines
 - g) (CCR) Section 6.7 Side Setbacks
 - h) (CCR) Section 6.13 Number of Dwelling Units
 - i) (CCR)2 Section 6.14 Residential Use
 - j) (CCR) Section 6.15 Size
 - k) (CCR) Section 6.26 Building Materials
 - l) (CCR) Section 6.27 Driveways
 - m) (CCR) Section 6.29 Permits and Certificates
 - n) (CCR) Section 6.33 Time for Building Completion and Restoration
 - o) (CCR) Section 6.38 Additional Standards
 - 5) All topics relating to Class A and Class B membership in the HOA. Initially, the Declarant was the only member of the HOA that had Class B status; providing the Declarant with three votes per Lot. As property transferred, the new home owners became members of the HOA with Class A status; giving them one vote. Since the Declarant no longer owns any Lots, the Class B membership is dissolved and there is only one class of membership. As a result, the language contained in the Articles and Declaration is removed from the text presented in the Interpretation and replaced with an ellipsis (...). This includes:

- a) (AOI) Section 5.01 Classes of Membership
 - b) (AOI) Section 5.02(a), 5.02(b) and 5.02(d) Voting Rights
 - c) (AOI) Section 5.03 Termination of Membership
 - d) (AOI) Section 11.01(m) Member
 - e) (CCR) Section 4.2 Classes of Membership and Voting Rights
- 6) Topics relating to the Declarant, Development Area, Development Period and the Applicable Date are omitted from interpretation. The Declarant identified in Arbor Chase’s governing documents refers to Tippecanoe Development, Inc. The Development Area is loosely defined as the property to be developed by the Declarant. The Development Period, as defined in CCR Section 2.8, is the period between Tippecanoe Development’s acquisition of land and the date of the sale of the last lot to be sold. Consequently, it spans a period prior to 2004 and continuing until June 23, 2014, when Lot #114 (3429 Burnley) transferred to private ownership. The Applicable Date, as defined in AOI Section 5.03(b), is December 31, 2010. It is important to note that in many cases, the rules outlined in the governing documents change after the Development Period ends and/or the Applicable Date lapses. As a result, the relevant language contained in the Articles and Declaration is removed from the text presented in the Interpretation and replaced with an ellipsis (...). This includes:
- a) (AOI) Section 11.01(j) Declarant
 - b) (AOI) Section 11.01(k) Initial Board
 - c) (CCR) Section 2.7 Declarant
 - d) (CCR) Section 2.8 Development Period
 - e) (CCR) Section 6.21 Development and Sale Period
 - f) (CCR) Section 10.5 Assignment
 - g) (AOI) Section 11.01 (b) Applicable Date
 - h) (AOI) Section 11.01(i) Development Area

Interpretation Format

For simplicity purposes, sections from the Articles of Incorporation are identified as AOI, and sections from the Declaration are identified as CCR; e.g. (AOI) Section 3.01 or (CCR) Section 6.7. The name of the section may also be included, as in (CCR) Section 6.39 Lake, and revisions to the Declaration are identified with the revision number, as in (CCR2) Section 4.3.

While the text is presented verbatim, the topics are presented for ease of look-up and do not necessarily follow the name given to the section being presented.

Topics that require interpretation show the original text on the left, with the interpretation on the right. Topics not requiring interpretation are not split.

Definitions

“Act” means The Indiana General Nonprofit Corporation Act of 1991, as amended from time to time.

(AOI) Section 11.01(a)

“Articles” means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

(AOI) Section 11.01(c)
(CCR) Section 2.1

“Assessment” means all sums lawfully assessed against the Members by the Corporation or as declared by the Declaration, any Supplementary Declaration, the Articles or the By-Laws.

(AOI) Section 11.01(d)

“Association” means the Arbor Chase Homeowners Association, Inc, a non-profit corporation, its successors and assigns.

(CCR) Section 2.2

“Board of Directors” means the Board of Directors of the Association.

(AOI) Section 11.01(e)
(CCR) Section 2.3

“By-Laws” mean the By-Laws initially adopted by the Board of Directors of the Association and all amendments and additions thereto.

(AOI) Section 11.01(f)
(CCR) Section 2.4

“Common Area” means:

- (1) Those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), and
- (2) Items (if any) deemed Common Area for maintenance purposes only whether in Village of Arbor Chase or elsewhere. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereinafter defined) as an “Outlot”, “Common Area”, or such other areas within the Property that are not otherwise identified on the Plat (as hereinafter defined) as a Lot or street ...

(CCR) Section 2.5

“Common Expenses” shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area and Outlots (as hereafter defined), and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

(CCR) Section 2.6

“Corporation” means Arbor Chase Homeowners Association, Inc., an Indiana nonprofit corporation.

(AOI) Section 11.01(g)

“Declaration” means the Declaration of Covenants, Conditions and Restrictions of Arbor Chase which was recorded in the office of the Recorder of Tippecanoe County, Indiana on January 30, 2004, as Instrument Number 04-002569.

(AOI) Section 11.01(h)

“Dwelling Unit” means any structure used as a single family residential living unit located upon a Lot (as hereafter defined), including the garage and any appurtenances.

(CCR) Section 2.9

“Lake Area” means any Common Area on which a lake now exists ... and “Lake” means a body of water which now exists ... in a Lake Area.

(CCR) Section 2.10

“Lot” or “Lots” means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner (as hereinafter defined) by the Declarant in accordance with the Declarations or such further restrictions as may be imposed by any applicable zoning ordinance ...

(AOI) Section 11.01(l)

(CCR) Section 2.12

All Lots shall be used exclusively for single family residential purposes ...

(CCR) Section 6.1 Lot Use and Conveyance

“Operating Expenses” means expenses of administration of the Corporation and expenses for the upkeep, maintenance, repair and replacement of the Community Area and other Property.

(AOI) Section 11.01(n)

“Outlot” means
Outlot #1 -landscape and utility easement,

Outlot #1 is the Common Area and berm at the northwest corner of Kalberer and Wakefield.

<p>Outlot #2 - drainage and lake easement,</p> <p>Outlot #3 - lift station,</p> <p>Outlot #4 and #5 - drainage, utility and landscape easement,</p> <p>Outlot #6 and #7 -landscape and utility easement,</p> <p>Outlot #8 - drainage utility and landscape easements as shown on the Plat (as hereafter defined) together with all future Outlots of the Property.</p> <p>All Outlots are a part of the Common Area which are to be conveyed to the Association at the time of the Conveyance of the first Lot to an Owner.</p> <p style="text-align: center;">(CCR3) Section 2.13</p> <p>[Note: Outlots 9 & 10 are not defined in the covenants but were included in the re-platting that established the Village pond on or around September 23, 2009.]</p>	<p>Outlot #2 is the common area and berm, north of Kalberer between Wakefield and Outlot #5, including all of the West Lake (and canal) and extending to Brixford to include the pavilion.</p> <p>Outlot #3 is the spillway at the southwestern corner of Wakefield and Burnley, from the bridge to the western property line.</p> <p>Outlot #4 is the lot where the West Lafayette lift station is located; on the north side and at the western end of Burnley.</p> <p>Outlot #5 is the common area and berm north of Kalberer, between Cardigan Lane and the West Lake, then extending north along the lake.</p> <p>Outlot #6 is the common area and berm north of Kalberer, between Cardigan Lane and Outlot #7.</p> <p>Outlot #7 is the common area and berm at the north of Kalberer, between Westmoreland and Outlot #6.</p> <p>Outlot #8 is the common area surrounding the East Pond, including the access between 3570 Westmoreland and 3586 Westmoreland.</p> <p>Outlot #9 is the common area and walking path north of the Village and extending south along part of the east bank of the West Lake, including the playground.</p> <p>Outlot #10 is the common area surrounding the Village Pond, including the access area off Cardigan Lane.</p>
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“Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term “Owner” shall include the Declarant.

(AOI) Section 11.01(o)
(CCR) Section 2.14

“Person” means an individual, firm, corporation, partnership, association, joint venture, trust or other legal entity, or any combination thereof.

(AOI) Section 11.01(p)

“Residence” means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.

(AOI) Section 11.01(r)

“The Estates of Arbor Chase” means Lots 1 through 14 inclusive and Lots 42 through 55 inclusive in the Subdivision. “Arbor Chase by the Lakes” means Lots 15 through 41 inclusive and Lots 56 through 226 inclusive in the Subdivision. “Village of Arbor Chase” means Lots 227 through Lots 353 in the Subdivision.

(CCR1) Section 1.01(B)

Use, Restrictions and Architectural Control

Architectural Control

No building, improvement, construction, excavation, landscaping, tree removal, lot clearance or outbuilding, swimming pool, spa, mailbox, fence, satellite dish, wall or other structure, ... shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change, or alteration or repair due to casualty or otherwise therein ... be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by ... the Board of Directors of the Association. ... the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, approval will not be required and this Section will be deemed to be fully complied with ...

Neither ... the Board of Directors, the Architectural Committee, nor any Member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans for any drainage problems resulting therefrom. Every person and entity who submits plans agrees, by submission of such plans, that he or it will not bring any action or suit ... to recover any damages or to require ... any action whatever in

This section applies to all of the outside areas of a Lot or home.

Since the Development Period has lapsed, control has reverted to the Board of Directors. In 2016, the Board of Directors elected to disband the Architectural Committee. Going forward, the responsibility for Architectural Control falls entirely on the Board of Directors.

To facilitate ongoing property upgrades and maintenance, the Board established the Arbor Chase HOA Architectural Standards and Review Process. This process provides an easy-to-use form for submitting requests.

All references to the Architectural Committee are synonymous with the Board of Directors, in their capacity of approving architectural changes.

regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans ... for review, nor the approval thereof, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

(CCR) Section 6.2
Architectural Control

Outside Use of Lots

Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, wall or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property.

(CCR) Section 6.22
Outside Use of Lots

Note

In law, “appurtenant” means “belonging to” or “attached to.”

“In real property law this describes any right or restriction which goes with that property, such as an easement to gain access across the neighbor's parcel, or a covenant (agreement) against blocking the neighbor's view.” – Law.com

This section also is being used as the foundation for things that are not specifically addressed in the covenants, including non-permanent children’s playground equipment, wading pools, and yard toys, all of which may be used without Board approval. Homeowners should remove and store these items when they are not being used.

The Board considers any permanent basketball hoop mounted to a home, or other structure on the owner’s property, to be a potential detriment to the property values in the community. Nonpermanent/portable basketball hoops, on the other hand, are considered in the same light as children’s playground equipment. The Board fully understands the need to have the basketball hoop on a paved surface. Permanent, in-ground basketball hoops require approval by the Board.

Any change to the grade of a lot (including trenches), expansion of existing beds, new beds and all other landscaping requires Board approval through the Architectural Approval Process. Landscape berms, if approved, require a slope of no more than one (1) foot raise per four (4) foot run on all sides.

Any deviation to this provision requires Board approval through the Architectural Approval Process.

Pools, of any kind, are prohibited in the Village. Also see **Pools and Hot Tubs**.

Outside Storage

All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. No outside clothesline shall be erected, placed, or allowed to remain on any Lot. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Unless specifically approved by the Architectural Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

(CCR) Section 6.5 Outside Storage

No structure of a temporary character, tent, shack, basement, garage, barn, trailer, boat trailer, truck, commercial vehicle, recreational vehicle, camper shell, camper or camping trailer or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently or at any time be used for such purpose.

(CCR) Section 6.8 Temporary Structures and Outbuildings

Any barrier or screening used for the purpose described here requires approval of the Board through the Architectural Approval Process.

The Board has chosen to permit one small portable plastic or vinyl storage closet or container per lot without prior approval provided it meets the following requirements:

1. Must be placed against the back wall of the house.
2. It must be placed entirely on a paved patio surface.
3. It must be in neutral color(s).

Outside clotheslines are prohibited.

Tents erected for a “onetime” special event, such as graduation or wedding, are not considered a temporary structure, provided they are promptly removed after the event. One (1) tent may be used for overnight backyard camping provided it is erected for only one night and is promptly removed. Tents falling into this category do not require advance approval of the Board.

Also see **Motor Vehicles**

Maintenance

No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to

In simple terms, if a homeowner fails to maintain their home and/or property, they, by the fact they are membership in the HOA, have given the HOA permission to make such repairs and take such other actions as may be necessary. Additionally, if these sections are used by the Board, the homeowner agrees to reimburse the HOA for all costs. However, invoking this option is an extreme and final

make any necessary alterations, repairs or maintenance approved by the Architectural Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments, and such amount shall become a lien upon the Lot as provided in Article V.

(CCR) Section 6.24 Maintenance of Lots and Dwelling Units

Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

(CCR) Section 7.1 Maintenance, Repairs and Replacements by Owners

measure that the Board would only exercise after much communication with the homeowner and every other attempt to resolve an issue fails.

Nuisances

No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of the Lot other than the

Specific nuisances include:

- Exterior lights, where the principal beam shines upon portions of another home or lot.
- Speakers, horns, whistles, bells or other sound devices.

Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition, subject to the approval of the Architectural Committee, within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

(CCR) Section 6.10 Nuisances

Security devices used exclusively for security purposes are allowed, provided they are designed to activate only in emergency situations or for testing.

The restoration or replacement of a structure will require advance approval of the Board.

Motor Vehicles

No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers or camper trailers, recreational vehicles, camper shell, all-terrain vehicles, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Property.

(CCR) Section 6.18 Semi-tractor trucks, trailers, etc.

The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a

These restrictions do not apply to any vehicle that is needed by a contractor or other company/individual for the purposes of completing their work. Homeowners, and their guests, may temporarily park recreational vehicles, boats, boat trailers and other trailers (such as for snowmobiles) in their driveway for the expressed purpose of loading, unloading and cleaning. Temporary parking encompasses a time frame of up to two days.

Momentary repairs, such as changing a tire, replacing headlamps or wiper blades, or changing the oil are not considered "ongoing repairs to an inoperable motor vehicle."

garage permitted to be constructed by these covenants, conditions and restrictions.

Curbside parking is regulated by the City of West Lafayette.

(CCR) Section 6.9 Motor Vehicle Repair

Home Based Business

No Lot shall be used for any purpose other than a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is:

- (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit;
- (b) no commodity is sold upon the Lot;
- (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and
- (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home service.

(CCR) Section 6.11 Home Service

A home-based business cannot be conducted outside, on another part of the lot, or in another properly approved structure.

The only participants are members of the immediate family residing in the home. No other person is employed by the home business, other than a member of the immediate family residing in the home.

The home business is clearly incidental and secondary to the use of the home as a dwelling. The home business does not change the character or outward appearance of the home. No sign or display that indicates, from the exterior, that the home is being utilized in whole or in part for any purpose other than that of a dwelling.

No commodity is sold. No mechanical or electrical equipment is used. In no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

“Electrical equipment” referred to in part (d) does not include computer or video equipment that may be used in a home office environment.

Signs

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

(CCR) Section 6.25

Indiana Code 32-21-13-4 directs that HOAs cannot prohibit political signs during a period beginning 30 days before and five (5) days after an election. Indiana Code 21-21-13-5, however, allows HOAs to restrict the size of the sign, the number of signs and the location of posting.

The Board allows signs, which are less than five (5) square feet as follows:

- Elections - one sign per candidate.
- For Sale or For Lease - one sign per lot for advertising only.
- School functions/activities & garage sales – one sign per lot.

The Board allows signs which are less than one (1) square foot as follows:

- Invisible Fence (or comparable) – one sign per lot, which may be affixed to the mailbox post, below the mailbox.
- Home security service notification – one sign per lot, placed at ground level near the entrance to the dwelling.

All signs are considered temporary and must be removed when no longer needed. Approval of the Board is not required for signs if they meet the above restrictions. All other signs require Board approval.

No signs may be placed in the common areas.

Antennas and Solar Panels

No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit except a dish or disk used for television reception which is less than 12” in diameter may be placed on rear yard side of a Dwelling Unit. No solar panels attached or detached shall be permitted.

(CCR) Section 6.28 Radio, Television Antennas, Disks and Solar Panels

This section applies only to exterior placement.

FCC rules for Over the Air Reception Devices (OTARD) allows a property owner to install, maintain or use a satellite dish one meter or less in size. The HOA may not add any restrictions that “impair a person’s ability to install, maintain, or use an [satellite] antenna ...” However, within reason, an HOA may restrict the location of the antenna. In general, satellite dish antennas are not permitted on the front of a house or on the back of a house, if it would be in full view from the street.

Note:

Senate Bill 207, currently pending, may legislate Solar Panel restrictions for HOAs.

Senate Bill 1534, currently pending, may legislate HAM radio antennae restrictions for HOAs.

Pools and Hot Tubs

No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and is 18 inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Committee. Tennis courts shall be permitted only with the prior written approval of the Architectural Committee.

(CCR) Section 6.30

All above-ground swimming pools are prohibited.

No in-ground swimming pool, hot tub or spa may be installed or maintained without prior approval of the Board.

Tennis courts are permitted after prior approval of the Board.

Pools, of any kind, are prohibited in the Village.

Fencing

No fence of any type shall be permitted within twenty-five (25) feet of the entire east property line of the Subdivision unless approved ... by the Board of Directors of the Association or the Architectural Committee if so appointed and with the consent of the Westport Homeowners Association, Inc. as the representative of the adjoining property owners. Fencing shall be permitted in the Subdivision around an immediate patio to a residence provided that the privacy fence shall not be more than six (6) feet in height. Split rail fencing or picket fencing for the perimeter of a Lot, not to exceed four (4) feet in height, shall also be permitted. Wrought iron fencing or similar fencing around a swimming pool for a Dwelling Unit, not to exceed six (6) feet in height, shall be permitted. All fencing shall be approved ... by the Board of Directors of the Association or the Architectural Committee if so appointed. Fencing shall also meet all requirements of the City of West Lafayette, Indiana.

(CCR3) Section 6.31

Fences of all kinds are prohibited in the Village, except for one around the immediate patio to a residence of not more than six (6) feet in height.

All fencing requires advance approval by the Board.

Mailboxes

The Declarant shall provide mailboxes, which costs shall be reimbursed by the Owner, for the placement at certain locations on the Lots by Owner. No other mailboxes shall be permitted on a Lot.

Each home was provided a mailbox and post by the original builder. From time to time, mailboxes and posts may need to be replaced. It is the homeowner's responsibility to maintain and/or replace mailboxes and/or posts. All

(CCR) Section 6.32	replacement mailboxes/posts must match the original installed by the builder. Advance approval from the Board is not required, but the Board reserves the right to ask a homeowner to install a mailbox/posts that meets the above requirements and to paint it to match the original mailbox.
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Animals	
No animals, livestock or poultry of any kind shall be raised, bred or kept on any said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No dog runs will be permitted in the Subdivision.	
(CCR) Section 6.4	

Site Visibility	
<p>No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.</p> <p style="text-align: right;">(CCR) Section 6.17</p>	<p>Except for new/replacement construction, this section applies to the placement of fences and landscaping.</p> <p>In other words, from the street-corner intersection of the property lines, nothing can obstruct the view for 25 (twenty-five) feet in both directions. An obstruction is considered to be anything that is more than 2 (two) feet tall and less than 9 (nine) feet tall. Hence, a tree must have the branches trimmed above the nine foot mark.</p> <p>In the case of a rounded property corner, the same sight line limitations apply, using the extended street lines to form the intersection.</p> <p>The same limitations apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement.</p>

Leasing	
<p>Any Lot may be leased by its Owner.</p> <p style="text-align: right;">(CCR) Section 6.3</p>	<p>By virtue of the definition of a “Lot,” a lot also includes the dwelling/home. Therefore, homeowners may lease/rent their entire home. Homeowners may also rent/lease a room or an</p>

apartment, provided that the homeowner also resides at the residence.

Leasing/renting a home, apartment or room is not considered to be a home-based business.

Drains

No house footing drain or roof water drain shall be discharged into the sanitary sewers,

(CCR) Section 6.12 Drains

Utility and Drainage Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Nearly every home has some sort of easement, with some having more than one. It is the homeowners' responsibility to know where their easements are located and what type of easement they have.

The repair and or replacement of damaged walks, driveways, lawn or landscaping is the responsibility of the homeowner, and is considered part of the normal homeowner maintenance activities.

No Owner of any Lot shall grant to any person, firm or corporation or build or erect any utility or give the right or license or privilege to erect or build any utility to any person, firm or corporation desiring to serve by said utilities any land not in the Subdivision ...

(CCR) Section 6.23 Utility and Drainage Easements

Unightly Growth

In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, Failure to comply shall warrant ... the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, 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 attorneys' fees and costs of collection.

(CCR) Section 6.16

If a homeowner does not take proper care of their property and allows it to become unsightly to the point of reducing adjacent property values, the Board has the right to step in and remedy the situation, at the homeowner's expense. In cases like these, the Board will first try working directly with the homeowner and will only invoke this section of the covenants as a last resort.

In the event that the Board exercises this section of the covenants, the laws provided in Indiana Code 32-25.5-5 Grievance Resolution shall prevail; specifically sections:
IC 32-25.5-5-10 Notice of Claim
IC 32-25.5-5-11 Negotiation Meeting
IC 32-25.5-5-12 Impasse
IC 32-25.5-5-14 Settlement

Exterior Building Surfaces

All roof shingles shall be "architectural cut" roof shingles and the color of the shingles shall be weatherwood unless otherwise approved by the Declarant or the Architectural Committee.

(CCR) Section 6.35 Roof Shingles

All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Committee shall have the right to approve or disapprove materials and colors so controlled.

(CCR) Section 6.36 Exterior Building Surfaces

Roof replacement and changes to the building surfaces require prior approval of the Board.

Some homes display a color scheme that is in conflict with the Covenants. By and large, these color schemes were selected by the original homeowner and provided by the builder. A homeowner wishing to deviate from the covenants may not use these as examples in order to justify a new application.

Right of Entry

The ... Association ... shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon ... the Architectural Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and ... the Architectural Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

(CCR) Section 6.34 Right of Entry

While the HOA maintains the right of entry, the HOA Board will exercise great caution and seek cooperation from a homeowner/member. Except under extreme measures, entering a member's property, as intended with this section of the covenants, will only be exercised with the homeowner's concurrence.

New Rules and Regulations

The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are seamed by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

(CCR) Section 6.20 Rules and Regulations

Inasmuch as the State of Indiana allows electronic proxies and electronic notification, the Board considers posting new rules and regulations, as well as making older rules and regulations, including the Interpretation, available on the HOA web site to be in compliance with this requirement.

Common Areas

Common Area Use

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;
- (b) The right of the Association to suspend the voting rights and right to the use of any recreational facilities, if any, by any Owner
 - (i) for any period during which any assessment remains unpaid and
 - (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations as determined by the Board of Directors [Indiana Code 32-25.5-3-7 stipulates that an HOA cannot suspend voting rights unless the member is at least six months delinquent in their dues];
- (c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;
- (d) ...
- (e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of thirty percent (30%) of the membership of each class of members of the Association;
- (f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its Members;
- (g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by thirty percent (30%) of the membership of each class of Members of the Association; and
- (h) All other rights, obligations and duties as set forth in this Declaration, as the same maybe from time to time amended or supplemented.

(CCR) Section 3.1 Owners' Easements
of Enjoyment of Common Area

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

(CCR) Section 3.2 Delegation of Use

Lakes and Ponds

Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association ... **No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration.** A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes, Lake Areas and Limited Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes, Lake Areas, and Limited Lake Areas is made in order to address Lakes, Lake Areas and Limited Lake Areas, if any, which now exist or are later constructed upon the Property ... Only ... the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

(CCR) Section 6.19 Lakes, Lake Area(s)

No pumping of water from the Lake(s) in this Subdivision shall be permitted.

(CCR) Section 6.39 Lake

Guests may use the lake and pond areas only if their host is present and provides some degree of supervision.

No individual has the right to give another person, not living in Arbor Chase, permission to use the lake and pond areas.

It is the responsibility of all residents, especially those living around the lake and pond areas, to challenge anyone they do not recognize.

Fishing is permitted on a "catch and release" basis only.

Those wishing to use the lakes/ponds must use the designated access points and refrain from cutting between houses.

Access points are as follows:

West Lake – near the pavilion and along the north side of Kalberer.

Village Pond – at the dead end of Cardigan Lane. Note that the immediate curbside is designated as "No Parking" by the West Lafayette Police.

East Lake – between 3570 Westmoreland and 3586 Westmoreland.

Homeowners must use extreme caution in allowing sump discharge to enter the lakes, to assure that the water is not tainted.

Additionally, a homeowner may not do anything that may cause erosion.

Obligations and Access Rights

- (a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.
- (b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors,

employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. ...

(CCR) Section 3.3 Certain Obligations and
Access Rights to the Common Area

Defined Easements

If there are strips of ground shown on the Plat for

- (i) mounding easements,
- (ii) landscape or landscape maintenance easements, and/or
- (iii) sign easements, then such strips of ground are reserved for such
 - (i) mounding easements,
 - (ii) landscape easements and/or landscape maintenance easements and/or
 - (iii) sign easements.

... the Association [has the] the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by ... the Association. No fences shall be erected or maintained in the area of such easements...

(CCR) Section 3.8 Defined Sign Easements,
Mounding, Landscaping, and Screening

Other

- (a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:
 - (i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, mowing and replacing when necessary of the grass and trees and maintenance of any other improvement within the Common Area. Maintenance of areas deemed Common Area for all Lots in the Village of Arbor Chase shall include, but shall not be limited to, fertilizing, mowing and replacing of the grass and trees, and maintenance of any other improvements including snow removal of sidewalks and driveways.
 - (ii) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.
 - (iii) Maintenance of the Lake (which shall include stocking of fish) as well as the landscaping, drainage, utility easements installed by Declarant;
 - (iv) The adoption of such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association or any items deemed Common Area for purposes of maintenance only as it deems necessary.
- (b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such

maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

- (c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection 'With maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

(CCR) Section 7.2 Common Properties
and Laws by the Association

Legal

Purpose

The purposes for which this Corporation is formed are to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions of Arbor Chase Homeowners Association, Inc. and all Supplemental Declarations.

(AOI) Section 2.01 Primary Purposes

In addition, the Corporation is formed for the promotion of health, safety and welfare of the residents of Arbor Chase Subdivision and other non-profitable purposes that are authorized by the Act and permitted to be carried on by an organization exempt from Federal income taxation under the provisions of Section 528 of the Internal Revenue code of 1986 (hereinafter referred to as the "Code") and the Regulations issued pursuant thereto, as amended.

(AOI) Section 2.02 Additional Purposes

Specific Powers

Subject to any specific written limitations or restrictions imposed by the Act, by the Code, by other law, or by the Declaration or the Articles, and solely in furtherance of but not in addition to the purposes set forth in Section 2.01 and 2.02 of these Articles, the Corporation shall have the following specific powers:

- (a) To Manage, etc. – To manage, maintain, repair and replace the Common Area, lakes, appurtenant easements, improvements and other property of every kind and nature whatsoever, real, personal or mixed, located upon the Common area or used or held for use in connection with the business or operation of the corporation for the benefit and use of the members of the Corporation, subject to such restraints or suspensions of use and voting rights of members as are provided herein, in the By-laws and in the Declaration.
- (b) To Make Assessments – To fix, levy and collect Assessments and to enforce payment thereof by all lawful means.
- (c) To Promulgate Rules – To promulgate such rules and regulations and perform such deeds as are deemed necessary to achieve the aforesaid purposes.
- (d) To Insure – To secure from insurers licensed and approved in the State of Indiana, appropriate fire/property damage coverage, comprehensive general liability coverage and such other forms of insurance as may be deemed necessary or appropriate.
- (e) To Secure Services – To secure professional managerial services by employing a professional manager, contracting with a professional management service or entity, or otherwise, which services may include administrative, managerial, bookkeeping, legal, architectural, engineering, maintenance, repair, construction and other services.
- (f) To Acquire and Dispose of Property – To acquire by give, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber or dedicate for public use, real or personal property in connection with the business of the Corporation subject to the provisions of the Declaration.
- (g) To Borrow – To borrow money and, subject to the provisions of the Declaration, to give, as security therefor, a mortgage or other security interest in any or all real or personal property owned by the Corporation, or a pledge of monies to be received pursuant to the

provisions of the Declaration or any Supplemental Declaration, and to assign and pledge its right to make Assessments and its right to claim a lien therefor.

- (h) To Appoint a Fiscal Agent – To appoint any Person as its fiscal agent to collect all Assessments and charges levied by the Corporation and to enforce the Corporation’s liens for unpaid Assessments and charges or any other lien held by the Corporation.
- (i) To Make Contracts – To enter into, perform, cancel and rescind all kinds of contractual obligations, including the guarantee of the obligations and performance of others.
- (j) To Act With Others – To perform any act which the Corporation acting alone has the power and capacity to perform by acting as a partner or otherwise in association with any Person or Persons, whether legally constituted or informally organized.
- (k) To Pay – To pay all Operating Expenses, including all licenses, taxes or governmental charges levied or imposed against the property.
- (l) To Merge – To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional real estate as provided in the Declaration.
- (m) To Otherwise Act – To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise.

(AOI) Section 2.03 Specific Powers

Limitations Upon Powers

- (a) Earnings – No member of the Corporation shall have or receive any earnings from the Corporation, except a member who is an employee of the Corporation, which event he may receive fair and reasonable compensation for his services as an employee; and a member may also receive payments of principal and interest at a rate not exceeding that from time to time permitted by the Act on funds loaned or advanced by him to the Corporation.
- (b) Loans to Directors – The Corporation shall make no advancements for services to be performed in the future, nor any loan of money or property to any director or officer of the Corporation.
- (c) Dissolution – In the event of dissolution of the Corporation, all assets remaining after payment of all debts of the Corporation, including advances and loans of members of the Corporation, and, if so authorized by the Board of Directors, distribution to members of the Corporation of such amounts as may be authorized by the Act, shall be dedicated by the Board of Directors to an appropriate public agency to be used for purposes similar to those for which this Corporation was organized. In the event such dedication is refused acceptance, such assets shall be transferred by the Board of Directors to the state of Indiana or any instrumentality or subdivision thereof exclusively for public purposes, or to any nonprofit corporation whose purposes are substantially the same as those of the corporation and which, at the time of transfer, is exempt from Federal taxation under Sections 501(c)(3), 501(c)(4) or 528 of the Code or the corresponding provisions of any future United States Internal Revenue Law. Any such assets not so dedicated or transferred by the Board of Directors shall be disposed of in accordance with the Act. No member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the assets of the Corporation on dissolution of the Corporation, except as otherwise provided in these Articles or in the Act.
- (d) Prohibited Activities
 - (i) No part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation, or to any private individual;

- (ii) No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the prospective provisions of the Code;
- (iii) The Corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office;
- (iv) Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization exempt from Federal taxation under Section 528 of the code and Regulations issued pursuant thereto, as amended, or the corresponding provisions of any future United States internal revenue law, if the effect thereof is to subject the gross income of the Corporation to federal income taxation at rates established for corporations engaged in business for profit unless the purposes of the Corporation set forth in section 2.01 of these Articles cannot otherwise be achieved.

(AOI) Section 2.04 Limitations Upon Powers

Insurance Requirements

The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

(CCR) Section 8.1 Liability Insurance

The Association shall obtain an endorsement from their general liability policy for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association's endorsement shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own bond or policy, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond or policy. The bond or policy shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond or policy is in force. In addition, the coverage must at least equal one (1) years assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the bond or policy must include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the bond or policy can be canceled or substantially modified for any reason.

(CCR) Section 8.2 Endorsement

The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall be from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against

another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

(CCR) Section 8.3 Miscellaneous
Insurance Provisions

Condemnation and Insurance Awards

No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

(CCR) Section 9.3 Condemnation and
Insurance Awards

Restoration and Insurance Proceeds

Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

(CCR) Section 8.4 Casualty and Restoration

If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

(CCR) Section 8.5 Insufficiency of
Insurance Proceeds

In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

(CCR) Section 8.6 Surplus of
Insurance Proceeds

Severability and Waiver

Invalidation of anyone of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

(CCR) Section 10.2 Severability and Waiver

Amending the Declaration

During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Tippecanoe County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners ...

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement within the Declaration, Association Articles, Association Bylaws or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after proposal is made. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods often (10) years each unless prior to the expiration of such ten year period this Declaration is amended or changed in whole or in part as hereinabove provided.

(CCR) Section 10.3 Amendment

Indiana Code 32-25.5-3-9 stipulates a requirement of no more than 75 percent. Consequently, a 90 percent requirement is not needed.

This section stipulates that “technical” changes to the covenants, Articles and Bylaws require notification to the members, who have 30 days to respond, after which, the amendment is approved.

This section contains a list of 18 areas that cannot be changed without 2/3 (two-thirds) approval of first mortgage owners and 2/3 (two-thirds) approval of the Declarant and builders holding lots. Since this stipulation seemingly follows the Class A and Class B ownership definition, it is deemed that this list only applies to the Development Period, except that more stringent rules for amending some areas are spelled out elsewhere in the Declaration.

Governance

By-Laws

The Board of Directors of the Corporation shall have the power, without the assent of the Members, to make, alter, amend, or repeal the By-Laws.

(AOI) Section 9.02 Code of By-Laws

Membership

... Every Owner of a Lot which is subject to assessment shall be a Member of the Association ("Member"). ... a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

(CCR) Section 4.1 Membership

Meetings of Members

All meetings of the Members shall be held at such place within the State of Indiana as may be designated by the Board of Directors pursuant to the provisions of the By-Laws. Notice of meetings need not be given to Associate Members if notice thereof is given to the Members appointing such Associate Members.

(AOI) Section 5.05
Meetings of Members

Members who are not natural persons shall designate by written notice to the Secretary of the Corporation the name of an individual who is authorized to exercise the right of such Member to vote. The name of such individual shall be kept on the records of the Corporation and may be changed only by written notice to the Secretary.

(AOI) Section 5.02(c)
Casting of Votes

"Associate Member" is not defined in the Articles or Declaration.

The Arbor Chase HOA has no Associate Members.

It is believed that this form of a proxy is intended to be more permanent than a meeting proxy. However, Indiana Code 32-25.5-3-10 defines all proxies as "meeting proxies," therefore, any individual Member wishing assign a proxy, under this provision of the Articles, must comply with the proxy rules set forth by the above mentioned section of the Indiana Code.

Notice and Quorum

Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60)

As written, this section calls for an additional meeting to be called within the next 60 days. However, pursuant to Indiana Code, this portion no longer applies.

days in advance of the meeting. The presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, ...

(CCR) Section 5.5 Notice
and Quorum for Any
Action Authorized
Under this Article

Indiana Code 32-25.5-3-3(f) stipulates that if there is no quorum, the existing Board may approve the annual budget, provided that it does not exceed 110% of the previous years budget.

Indiana Code 32-25.5-3-11(a)(3) also stipulates that if there is no quorum, the existing Board may continue to serve until qualified successors can be selected through the Associations prescribed processes, without holding another meeting of the Members.

Board of Directors

The Members shall elect a Board of Directors of the Association to perform certain duties as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

(AOI) Section 9.01 Management
of Corporation
(CCR) Section 4.3 Board
of Directors

The ... Board of Directors of the Corporation shall consist of no fewer than three (3) Members nor more than five (5) Members. The number of Directors of the Corporation shall be specified from time to time in the By-Laws, but the minimum number shall be three (3) and the maximum number shall be five (5).

(AOI) Section 6.01
Number of Directors

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be prescribed by the By-Laws or prescribed by resolution of the Board of Directors in the manner specified in the By-Laws. The offices of President and Secretary shall not be occupied by the same person, all other offices may be occupied by the same person.

(AOI) Section 9.03 Officers

It is believed to be in the best interest of the Association that all Directors reside within Arbor Chase. It is understood that during the Development Period, when so few homes existed, that it was a necessity to have Directors from outside the Association. In this light, it is believed that having outside Directors was intended only for the Development Period.

Indiana Code 32-25.5-3-11(a)(3) stipulates that if there is no quorum at a meeting of the Members, the existing Board may continue to serve until qualified successors can be selected through the Associations prescribed processes, without holding another meeting of the Members.

Each officer and director shall hold his office for the term specified in the By-Laws, but no term shall end until a successor is elected and qualified for the office to be vacated.

(AOI) Section 9.05 Term of Office of Directors and Officers

... any member of the Board of Directors may be removed or replaced, with or without cause, at a meeting of the Members called for such purpose by the affirmative vote of fifty-one percent (51%) of all votes allocated to Members ...

(AOI) Section 9.06 Removal of Member of the Board of Directors

Suspension of Membership Rights

... The Board of Directors shall have the right to suspend the voting rights of a ... member for a period during which any Assessment or charged owed by the member remains unpaid in excess of thirty (30) days.

(AOI) Section 5.04 Suspension of Membership Rights

Indiana Code 32-25.5-3-7 stipulates that an HOA cannot suspend voting rights unless the member is at least six months delinquent in their dues. Consequently, the 30-day rule referred to in this section is now changed to six months.

Professional Management

No contract or agreement for professional management of the Association ... shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of not less than ninety (90) days.

(CCR) Section 4.4 Professional Management

Liability

No member or Director of the Association shall be liable for any of the Associations obligations.

(AOI) Section 9.08 Non-Liability

Consent Resolutions

Any action required or permitted to be taken at any meeting of the Members or of the Board of Directors may be taken without a meeting if, prior to such action a written consent to such action is signed by a majority of all members or a majority of all Directors, as the case may be, and such written consent is filed with the minutes of the proceedings of the members or of the Board.

(AOI) Section 9.09 Consent Resolutions

Conflicting Provisions

Any further provisions consistent with the Articles of Incorporation and the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of this Corporation, of the Directors or of the members, may from time to time be prescribed by the By-Laws of the Corporation. If there is any conflict between these Articles and the Declaration, the Declaration shall control. If there is a conflict between the By-Laws and the Declaration, the Declaration shall control. If there is any conflict between these Articles and the By-Laws, these Articles shall control.

(AOI) Section 9.12 Conflicting Provisions

Assessments

Personal Obligation

... each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association;

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (b) Special Assessments for capital improvements, operating deficits, maintenance of the storm drainage system, and for special maintenance or repairs as provided in this Declaration. Such assessments shall be established by the Association, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at ten percent (10%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to such Owner's successors in title unless expressly assumed by them.

(CCR) Section 5.1 Creation of the Lien and Personal Obligation of Assessments

Yearly Assessments

The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents of the Property, for the improvement, maintenance and repair of the Common Area and easements, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

(CCR) Section 5.2 Purpose of Regular Yearly Assessments

[With regard to maximum Yearly Assessments:]

- (a) ...

Indiana Code 32-25.5-3-3 provides the requirements for annual budgets, budget meetings and budget approval. This section mandates that assessments are derived directly from the budget. Although the mathematical computation is not defined, it is accepted that the assessment is determined by dividing the budget amount by the number of members, with appropriate rounding.

Additionally, Indiana Code requires that all budgets are approved by the general membership during a vote at a meeting held for that purpose. The Arbor Chase Board uses the annual meeting to meet this requirement.

The Indiana Code also provides the mechanism to "approve" the budget and elect/appoint new board members when no quorum is present at the meeting held for those purposes.

- (b) ... the maximum Regular Yearly Assessment may be increased each calendar year not more than 15% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.
- (c) ... the maximum Regular Yearly Assessment may be increased each calendar year by more than 15% above the maximum Regular Yearly Assessment for the previous year, with the approval of fifty percent (50%) of ... members who cast votes in person or by proxy at a meeting duly called for this purpose.
- (d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

(CCR) Section 5.3 Maximum
Regular Yearly Assessment

... The Board of Directors shall fix any increase in the amount of the yearly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its Issuance.

(CCR) Section 5.7
Date of Commencement
of Yearly Assessment; Due Dates

Special Assessments

In additional to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of thirty percent (30%) of those Members ... who cast votes in person or by proxy at a meeting duly called for this purpose.

(CCR) Section 5.4 Special Assessments for Capital Improvements and Operating Deficits

Uniform Rate of Assessment

Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, ...

(CCR) Section 5.6 Uniform Rate of Assessment

Unpaid Fees and Liens

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

(CCR) Section 9.5 Unpaid Dues or Charges

The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

(CCR) Section 9.2 Notice to Mortgagees

If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, there shall be a late fee charge of five percent (5%) of each assessment in addition to any assessment due and owing. The entire unpaid assessment and late fee (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall be delinquent three (3) days thereafter and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns (a written Notice of Lien against the Owner's Lot filed in the office of the Recorder of Tippecanoe County, Indiana, shall perfect the lien of the Association). The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty

(30) days after the due date, the assessment shall bear interest from the date of delinquency at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area owned by the Association or abandonment of his Lot.

(CCR) Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association

Other Considerations

- (a) Every Owner of any Lot in the Subdivision, by virtue of such ownership, is deemed to covenant and agree to pay to the Association any Special Assessments made by the Association for maintenance of the storm drainage system and other necessary special maintenance or repair in the Subdivision. Such assessments shall be made by a majority of the Members' votes cast in accordance with the membership classifications of this Article. If any Owner shall fail to pay any assessment when due, the Association may, in its discretion, file a Notice of Lien against said Owner's Lot in the Office of the Recorder of Tippecanoe County, Indiana, which Notice of Lien shall perfect the lien of the Association and shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law and shall include attorneys' fees, title expenses, interest, and costs of collection. Said lien, however, shall be subordinate to any mortgages on the Lot.
- (b) This assessment levied by the Association shall be used exclusively for maintaining the storm water structures, storm water detention ponds, and drainage system, which shall be the obligation of the Association to maintain. In the event the Association fails to exercise its obligation for maintenance of the storm water structures, storm water detention ponds, and drainage system of the Subdivision, the Tippecanoe County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The cost of any such maintenance performed by the Tippecanoe County Drainage Board shall be paid by the Association. In the event the Association fails to pay such costs, the Tippecanoe County Drainage Board shall have the right to assess each Lot in the Subdivision a proportionate amount for the costs of such maintenance and, if necessary, to file a Notice of Lien against such Lots in the Office of the Recorder of Tippecanoe County, Indiana. Such Notice of Lien shall perfect the lien of the Tippecanoe County Drainage Board for the proportionate share of costs of maintaining the storm water facilities and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest, and costs of collection.
- (c) The Association shall have the right and obligation by thirty percent (30%) vote as per this Article to determine the amount of any assessments against the Owners of Lots in the Subdivision, to determine the due dates for payment of such assessments, and to determine the manner of retaining, expending, and handling such assessment funds.
- (d) In the event the storm water drainage system servicing the Subdivision or servicing any immediately adjacent subdivision shall become or be proposed to become a legal drain,

each Owner of a Lot in the Subdivision shall, by virtue of ownership, be deemed to agree and consent to the storm drainage system becoming a legal drain and to all legal requirements and assessments imposed by the Tippecanoe County Drainage Board and applicable drainage ordinances.

(CCR) Section 5.10 Covenants for Maintenance

Revision and Board Adoption

This document provides a standard approach to interpreting the governing documents and is intended primarily as a guide for the Board of Directors. Each year, when a new Board is formed, they must approve these interpretations, as well as other proclamations and policies for use during the upcoming year. This document may be revised with the approval of the majority of the Arbor Chase Board of Directors at any time. A record of revisions and approvals are as follows:

Date	Action	Board Members
May 22, 2018	Approved the original interpretation, dated May 22, 2018.	Don Schneck – President Dennis Schlott – Vice President Tom Frooninckx – Treasurer Don Sanders – Member at Large Vacant – Secretary
May 26, 2020	<ul style="list-style-type: none"> • 6.22 (Outside Use of Lots) – defined “appurtenant.” • 6.22 (Outside Use of Lots) – added interpretation for a homeowner changing the grade or adding a berm. • 6.25 (Signs) – added interpretation for small “notice” signs (e.g., Invisible Fence & home security signs). 	Don Schneck – President Jim Vrugink – Vice President Larry Swanson – Vice President Tom Frooninckx – Treasurer Spencer Deery – Secretary