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JOHNSON COUNTY RECORDER

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- Wakefield, Section I (Plat), Instrument #95023082 (Plat Cabinet C, Page 743 ABCD)
- Wakefield, Section II (Plat), Instrument #98004483 (Plat Cabinet D, Page 104 ABCDEF)
- Wakefield, Section III (Plat), Instrument #1999-000150 (Plat Cabinet D, Page 168 ABCD)
- Wakefield, Section IV (Plat), Instrument #2000-004636 (Plat Cabinet D, Page 277 ABC)
- Wakefield, Declaration of Covenants, Instrument #95023081
- Wakefield, Rules & Regulations, Instrument #2008-011119

AMENDED & RESTATED

RULES, REGULATIONS, & PROCEDURES

**AFFIDAVIT OF CORPORATE RESOLUTION
of
WAKEFIELD HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Wakefield Homeowners Association, Inc., by its Board of Directors, on this 6
day of Sept., 2016, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Greenwood, Johnson County, Indiana commonly known as Wakefield ("Real Estate" or "Wakefield") was established upon the recording of Plats with the Office of the Recorder for Johnson County, Indiana; and

WHEREAS, the Plat for Wakefield, Section 1, was recorded with the Office of the Johnson County Recorder on December 8, 1995, as **Instrument #95023082**, found in Plat Cabinet C, Page 743 ABC & D; and

WHEREAS, the Plat for Wakefield, Section II, was recorded with the Office of the Johnson County Recorder on February 20, 1998, as **Instrument #98004483**, found in Plat Cabinet D, Page 104 ABCDE & F; and

WHEREAS, the Plat for Wakefield, Section III, was recorded with the Office of the Johnson County Recorder on July 7, 1999, as **Instrument #1999-00356**, found in Plat Cabinet D, Page 168 ABC&D; and

WHEREAS, the Plat for Wakefield, Section IV, was recorded with the Office of the Johnson County Recorder on March 3, 2000, as **Instrument #2000-004636**, found in Plat Cabinet D, Page 277 AB&C; and

WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Covenants and Restrictions of the Wakefield (hereinafter "Declaration"), recorded in the office of the Johnson County Recorder on December 8, 1995, as **Instrument # 95023081**, amended by the First Amendment to the Declaration, recorded February 20, 1998, as **Instrument #98004395**, and the Second Declaration of Covenants and Restrictions, recorded on February 25, 1998, as **Instrument #98004808**, and the Second Amendment to the Declaration, recorded January 6, 1999, as **Instrument #1999-000150**, all of which state that by taking a deed to any Lot as shown on the above Plats for the Wakefield Development, each owner becomes a mandatory member of the Wakefield Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

WHEREAS, the Association was incorporated following the provisions in the Declaration as a non-profit corporation by Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on November 29, 1995; and

WHEREAS, Article II, Section 2.5, of the Declaration, gives the Board of Directors of the Association the authority to establish reasonable Rules and Regulations with respect to the use of the Real Estate and the Common Areas deemed necessary or advisable by the Board of Directors, in addition to any restrictions or rules currently set forth in the Declaration, for the enforcement of the provisions of the Declaration; and

WHEREAS, Article IV, Section 4.2, of the Declaration, gives the Board of Directors of the Association, or the Architectural Control Committee, the authority to establish reasonable Rules and Regulations with respect to the submission of matters to the Committee for approval and for the regulation of the exterior design, appearance and location of residences, structures and other improvements placed on any Lot and the installation and removal of any fences, walls and landscaping on any Lot in such a manner as to preserve and enhance the value and integrity of the Real Estate; and

WHEREAS, on May 16, 2008, the Board of Directors formally adopted a set of Rules and Regulations, recording them in the office of the Johnson County Recorder on May 20, 2008, as **Instrument #2008011119**; and

WHEREAS, the Board of Directors desires to update and replace those rules and regulations by adopting this Amended and Restated Rules, Regulations & Procedures; and

WHEREAS, using the authority given to it in the Declaration, the Board of Directors adopts the following Amended and Restated Rules, Regulations & Procedures, which applies to all property, including the individual Lots, that are part of the Real Estate known as Wakefield. The provisions in this Amended and Restated Rules, Regulations & Procedures are designed to protect each individual Owner's use and enjoyment of their Lot and to preserve the value, integrity and desirability of the properties within the subdivision, including each individual Owner's Lot, by protecting the health, safety and welfare of the Owners within the Wakefield subdivision; and

WHEREAS, according to Article II, Section 2.5, of the Declaration, once adopted, the Amended and Restated Rules, Regulations & Procedures will apply to each and every Lot and Lot Owner in the Wakefield Development, and may only be overruled, cancelled or modified by the Board of Directors or by the members of the Association by the vote of a majority of the total votes at a duly called meeting of the membership called for the purpose of considering the changes; and

WHEREFORE, acting on the authority granted to the Board of Directors by the Declaration, the Board adopts the following Corporate Resolution containing the Amended and Restated Rules, Regulations & Procedures for the Association.

AMENDED & RESTATED
RULES, REGULATIONS & PROCEDURES
for the
WAKEFIELD SUBDIVISION

1. ARCHITECTURAL REQUEST PROCEDURES (Declaration, Article IV)

- A) **In General.** When an Owner in Wakefield wishes to make a material improvement, addition, modification or alteration to their property of the kind described in Paragraph E below, the Declaration, Article IV, Section 4.2, requires the Owner to submit a written request for approval of the project to the Board or the Architectural Control Committee (“Committee”) **before** construction begins. An Architectural Request Form may be obtained from the Association’s website at:

Cgwakefield.com
(See website for current management company)

All plans submitted to the Board or Committee shall contain all necessary plot plans, diagrams, descriptions of the improvement or change to be made, colors, materials, locations, landscaping (if any), and any other information that may be required by the Board or Committee. When applicable, all submissions must contain measurements of the project, including the size of improvement itself, and the distances the improvement will be located in relation to the dwelling on the property, the Lot lines, and any other structure or improvement located on the Lot. The Board or Committee may also require the Owner to show the location of all easements on the Lot. The Board or Committee may also request the Owner to provide a courtesy copy of all necessary governmental permits or approvals before or after issuing a ruling on the submission. It should be noted that approvals of the Board or Committee are in addition to, and not in lieu of, any approvals or permits required to be obtained from any other person or governmental agency or department. All requests must be submitted to the Association’s community management company AND the Association’s website under the “Contact Us” tab.

- B) **Review and Decisions.** Once all necessary or requested information has been provided by the Owner to the Board or Committee, the Board or Committee will send or email notification of its decision to the Owner. Email submissions and notifications may be mutually agreed upon by Owner and the Board or Committee, but only if all email communications are sent or directed as “return receipt requested” to verify mailing and receipt of the email transmission. If the Board or Committee disapproves the project, the notification must state the reason(s) why the Board or Committee rejected the request. If no decision on a request is issued by the Board or Committee within fifteen (15) days of being submitted, then the request, by default, will be deemed automatically **DENIED**. It is the responsibility of the Owner to contact the management company to inquire on the status of the submitted request. If no submission is made to the Board or Committee, a suit to enjoin or force the removal of such additions, alterations, improvements or changes may be instituted at any time by the Association.

It should be noted that if the Committee is not completely made up of Board members, then the Committee may only make recommendations for architectural requests submitted to the Committee to the Board. The Board retains the right and authority to make the final decision on whether to approve or deny an architectural request.

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

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

- C) Appeal of Committee Recommendation. If the Committee and Board are not one and the same, then any recommendation made by the Committee may be appealed to the Board of the Association within fifteen (15) days of the Committee's decision. The Board, upon receipt of the appeal from an Owner, will hold a meeting within fifteen (15) days of receiving the appeal with the Owner and the chairman of the Committee to hear both sides of the matter. After the meeting, the Board will issue its written decision on whether to uphold the recommendation of the Committee, reverse the recommendation of the Committee, or modify the recommendation of the Committee in any fashion the Board deems necessary or appropriate under the circumstances. Decisions by the Board are final. If the Committee and Board are the same body, then there are no appeal rights beyond the Board's decision on an architectural request.
- D) Failure to Receive Written Approval for Lot Modifications. If an Owner begins a Lot modification without receiving prior written approval from the Board or Committee, then the above procedures will be followed. The Owner will be asked to submit his/her architectural request form to avoid the matter being turned over to the Association's attorney. If the Association incurs any expenses over and above those expenses which it would have incurred for a timely submission, including, but not limited to, administrative costs, to inspect or review work that was not properly submitted for approval before being erected or installed upon a Lot, then the Owner of that Lot will be responsible for reimbursing the Association for these expenses. These expenses will be added to the Owners account and will be collectable the same as any assessment owed to the Association. If legal action becomes necessary, the Owner will be responsible for all attorney fees and other costs incurred by the Association to gain compliance with the Declaration's procedures regarding architectural approval. If the Owner submits his/her request, and the Lot modification is not approved, then the Owner will bear all costs associated with returning the Lot or structure to its pre-modification condition.
- E) Material Improvements and Pre-Approved Improvements. Certain improvements are considered material in nature and must be pre-approved before work begins. Improvements that are material in nature include, but are not limited to, the following:
- (i) Building additions to a home;
 - (ii) Building additions to a garage;

- (iii) Addition of a permanent pergola (attached to the house or anchored to the ground);
- (iv) Addition of a deck or patio in the backyard;
- (v) Addition or change to the front porch or any walkway;
- (vi) A large overhaul or addition of major landscaping;
- (vii) Addition of a partition behind a third-car garage or bump-out;
- (viii) Permanent basketball court in backyard;

The following improvements are deemed to be pre-approved by the Board or Committee and need no written submission to the Board or Committee:

- (i) Flowers beds or small vegetable gardens (no more than 10' x 12');
- (ii) Replacement or removal of dead trees and shrubs or other overgrown or undesired plantings;
- (iii) Addition of decorative landscape lattice for a garden;
- (iv) Temporary backyard gazebos;
- (v) Retractable awnings on rear of home only;
- (vi) Prefabricated pergolas not attached to house or anchored to the ground;
- (vii) Trampolines (must be properly anchored so it does not blow away in high wind);
- (viii) Prefabricated play sets, swing sets, or prefabricated playhouses from a retail store or vendor.

2. EXTERIOR HOME AND LOT APPEARANCE AND MAINTENANCE

A. Appearance.

It is the intent and desire of the Committee and Board to promote and maintain an aesthetically pleasing appearance to the neighborhood. To this end, it is the goal of these guidelines to limit the exterior appearance of the homes in Wakefield, including, but not limited to, the gutters, shutters and doors (both dwelling and garage) so that they are harmonious and consistent in appearance with the other homes in the subdivision.

Approved colors and color schemes of homes in the Wakefield neighborhood consist of any color or color scheme originally available from the builder on any home in Wakefield. The Committee recognizes that colors may be discontinued over time, and simply requests that Owners match the original color or color scheme of their home as closely as possible to the original color when repainting their home. So long as the Owner is repainting their home the same original color or color scheme, then the Owner does not need to receive prior written approval of the Committee before painting their home.

If an Owner wishes to change the color or color scheme of their home from its original color or color scheme, the Owner must choose a color from the approved color list on the Association's website. No other colors are allowed in Wakefield. (see Declaration, Section 4.2(ii)(c))

Because of their inability to blend well with most colors found in Wakefield, the Committee must insist that bright, bold or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or fluorescent colors are not permitted in Wakefield. Pursuant to the Declaration, the Committee may pursue removal of any non-conforming or unapproved exterior home color or color schemes through legal or other equitable means.

An Owner may remove shutters from his home; however, any holes, discoloration of the vinyl siding, or other visible damage must be properly repaired so it is not visible from any street.

B. Roofing.

All replacement roofing in Wakefield should be consistent in style and color with that originally installed by the Developer or builder. Unless the Owner is replacing his roofing with the same style and color roofing or roofing that is harmonious and consistent with the rest of the neighborhood (which may include architectural shingles), the Owner must submit a written request and obtain written approval by the Board or Committee before making any changes in the roofing style or color. For example, if a roof is damaged in a hail storm, and is being replaced, the Owner does not need approval to replace the roof with the same style (including architectural shingles) and color of asphalt shingle; but the Owner would need to submit for and receive approval before installing a new roof of another style or a different color or shade of color. (see Declaration, Section 4.2(ii)(b))

If a roof is damaged and needs to have missing shingles replaced, those repairs must be made within sixty (60) days from the date the shingles blew off or were damaged, unless otherwise approved by the Board or Committee. The Owner is responsible for contacting the management company in the event that weather or other unforeseen issue will cause the roofing project to go beyond the sixty (60) day time limit.

C. Maintenance.

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

All lawns and other landscaping materials must be maintained on a regular basis, including mowing, trimming and weed control. In no event may the grass on any Lot exceed the length of seven inches (7"). Owners must prevent noxious, invasive or illegal weeds from growing on their Lot. Examples of weeds that are not permitted are dandelions and clover due to their nature to infest other lawns in the vicinity. Flower beds, trees and bushes shall remain neatly trimmed and not allowed to become overgrown with weeds or other vegetation.

No refuse piles are allowed on any Lot. No trash, rubbish, garbage or other waste, including, but not limited to, grass, leaves and branches, may be kept on any Lot except in sanitary containers designed for such purpose.

Small compost bins, like the kind that are available at most hardware stores, may be placed in the backyard. Decorative rain barrels may be placed on the sides or in back of a home. Some examples of compost bins and decorative rain barrels include:



All firewood must be kept neatly stacked and stored in the rear yard of the home or along the side of a home. Wood may not be stored forward of the front corner of the home, in the front yard or in the driveway of any Lot. Tarps or coverings for stored wood must be brown, tan or other dark color and must be securely fastened to prevent blowing in the wind.

The failure of any Owner, or his family, guests, invitees, or agents, to comply with any of the requirements or restrictions of this provision may warrant the Board or Committee to cut the grass/weeds/growth or clear the trash, refuse, or debris from the Lot or home pursuant to its authority as set forth in the Declaration. In the event that a property has not been properly maintained, the Association, Board, Committee, or any of its designated agents, have the right (but not the obligation) to enter upon any Lot to perform maintenance, mowing, repair, or other acts as may be reasonably necessary to make the Lot and any improvements on it meet the requirements in the Declaration or these rules and regulations; and the Association, Board, Committee, or its designated agents, will not be liable to the Owner for any damages resulting from the work performed unless it can be shown that the damages resulted from an act of gross negligence or willful or reckless misconduct by the Association, Board, Committee, or its designated agents. If the Association performs maintenance, mowing, repair, or other acts to an Owner's Lot because the Owner failed to do it himself, then the Owner will be responsible for reimbursing the Association for any expenses incurred by the Association in performing this work. This expense will become part of the Owner's account and will be treated as a Special Assessment against the Owner and Lot, and there will be a lien against the Lot for these expenses that will be immediately due. If the lien is not promptly paid, the Association may file suit and recover any amounts owed by the Owner together with reasonable attorney fees and costs of collection.

3. GARBAGE OR TRASH CANS

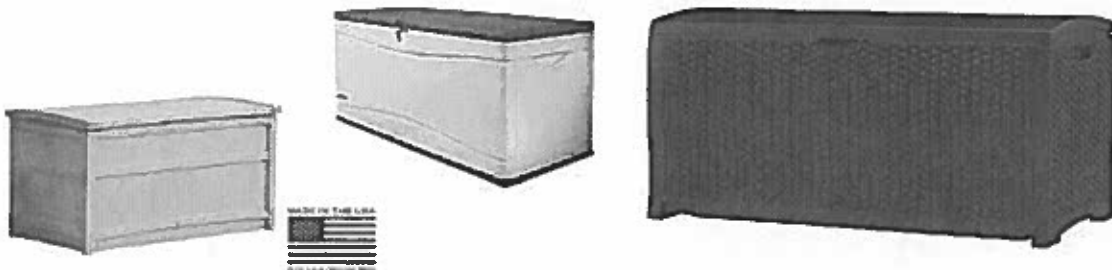
All trash, rubbish, garbage and other waste must be regularly removed from a Lot and may not be allowed to accumulate on a Lot. All trash, rubbish, garbage and other waste must be kept in sanitary trash cans or bins. All trash cans and bins must be kept clean and must be stored in an enclosed garage, or behind an approved screen or partition, except on scheduled trash collection days.

A solid screen or partition may be built on a homeowner's lot to hide from view up to three (3) closed trash cans or bins, air conditioning units, and neatly stacked woodpiles. The storage of lawn equipment, trailers, campers, or motorized vehicles of any kind behind a screen or partition is not permitted. Screens or partitions must be placed behind a 3rd car garage, a garage bump out, or the rear corner of the house if no garage bump out is included on their home. A screen or partition may not be larger than sixteen (16) linear feet, and may not be more than six (6) feet tall. Screens or partitions should be white, tan, or match the color of the home's siding or existing fencing. All screens or partitions must be submitted to and approved by the Architectural Control Committee before construction can begin. An example of a screen or partition is:



4. DECK BOXES

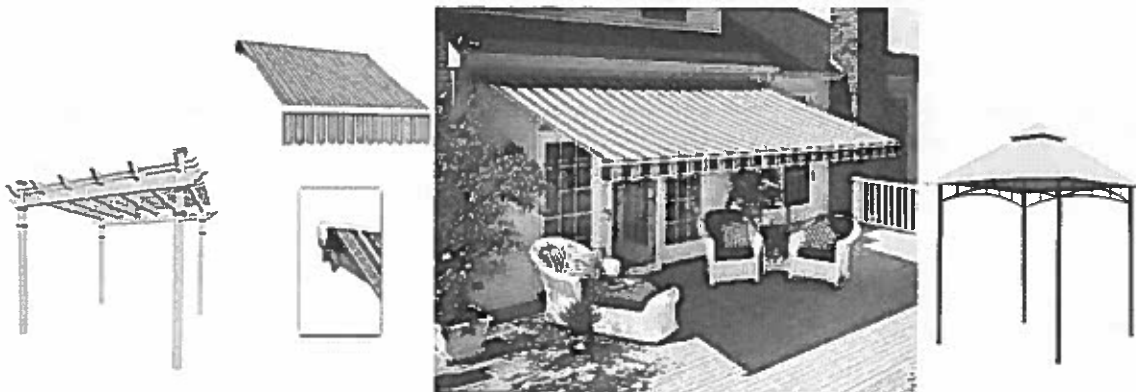
Deck boxes that can be used to store items, but that can also serve as a patio bench, are allowed. Deck boxes can be no larger than 27" D x 60" W x 27" H. Deck boxes may be placed on a deck, patio or backyard of the home near the patio. Examples of acceptable deck boxes are below:



5. AWNINGS

Prefabricated pergolas, retractable awnings on the back of the house only, and temporary lawn gazebos in the backyard only, are allowed. Retractable awnings must be attached to a home under the overhang, and may not be mounted to the roof of a home. No metal, fiberglass or similar type material awnings or patio covers are permitted on any Lot.

Examples of pergolas, retractable awnings and temporary gazebos that are allowed are below:



Pictures of awnings mounted to the roof, which is not allowed, are below:



6. FENCES

All fences, including invisible fences, must be approved by the Architectural Control Committee. All fence requests need to be submitted in writing and include a to-scale drawing of the proposed fence on a plot plan showing the location of the fence and other improvements on the lot. The request must also describe the type of fence, material of the fence, and color of the fence.

An architectural request form and other requirements can be found on the Association's website (cgwakefield.com) under the "Architectural" tab. Please submit requests to the current management company, also available on the Association's website, under the "Resources" tab or the "Contact Us" tab.

No fences can be located closer to the front lot line than the front building set back line.

Except for pool fences, fencing materials are limited to black vinyl chain link, wood picket, or white vinyl picket fencing. The fencing structure must meet the following specifications:

- Except for pool fences, all fences must be 48" in height.
- All fences must have the finished side facing outward or toward adjoining property.
- All wood fences must be left untreated to weather gray, or painted white, or painted with wood colored deck stain.
- Fences must be properly maintained by the Lot Owner.

Examples of acceptable picket fencing are below:



Each Owner understands and agrees that any fencing installed across a utility or drainage easement will be subject to removal at any time by the easement holder. The Owner is solely responsible if the fence is improperly installed or damage to other properties. It is also the responsibility of the Owner to have the fencing company request all utility identification markers before installation.

Pool Fence Safety Choices

In addition to the requirements of the Johnson County Zoning Ordinance, Section 6-101-6, Section A(1), as may be amended from time to time, pool fences must also meet the following standards:

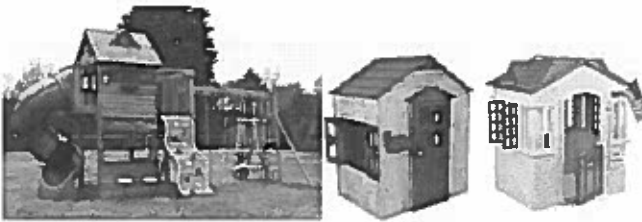
1. Pool fences must not encroach into the rear building setback line or any easement;
2. All pools must have:
 - a. A 5', self-locking, black wrought-iron style aluminum fence, or a white quality vinyl fence around the pool deck only; or
 - b. A 5', self-locking, black vinyl-coated chain link fence around the perimeter of the yard; or
 - c. An ASTM secured pool covering (i.e. electronic safety slide cover).

If a home already has a 4' black vinyl-coated chain link fence around the perimeter of the yard, then the owner must replace it with a 5' black vinyl-coated chain link fence as required by law.

7. BASKETBALL GOALS, PLAYSETS, AND OTHER RECREATIONAL EQUIPMENT

A. Playsets.

Prefabricated swing-sets, playsets, or play houses (no larger than 4' x 4') from a retail store or vendor may be installed on a Lot without further architectural approval. Some examples are:



Swing-sets and Playsets must be wooden, plastic or vinyl, and may not be taller than fifteen feet (15') in height at its highest point (ground surface to highest point of structure). Swing-sets and playsets must be located behind the home and must be kept in good repair and appearance. Wood playsets must be either stained or painted to match the color of the home. No items, including, but not limited to, implements, tools, mowers, garden, lawn, or pool maintenance equipment, signs, displays, pool accessories, etc., may be hung or displayed on the exterior of any swing-set or playset, or stored within any swing-set or playset. The Board or Committee also reserves the right to adopt additional rules regarding swing-sets and playsets and the materials or color(s) of any coverings or roofing on any fort, tower or enclosure.

Homemade swing-sets and playsets must be approved by the Board or Committee before being installed on any Lot.

B. Basketball Goals and Courts.

Basketball goals may be permanently installed along the driveway or an approved backyard court, but under no circumstances may a basketball goal be mounted or installed on the exterior of a home in Wakefield. Temporary, or moveable, basketball goals may be located along the driveway of any home in the Development. All basketball goals, whether permanent or temporary, must be properly maintained. The Committee reserves the right to request the repair or removal of any basketball goal upon a finding by the Committee that proper maintenance and repair of the goal is not being performed by the Owner; and if the Owner refuses to remove or repair the goal upon request from the Committee, to proceed with legal action to have the goal removed based upon the failure of the Owner to properly maintain the goal. Well maintained, neatly stacked PVC white burlap sandbags are the only exterior items allowed to be used to hold down a temporary basketball goal.

Under no circumstance may any basketball goal be installed or placed on or next to any sidewalk, curb or street in the Development, or in any other location on a Lot that will require or allow play to occur in the streets of the Development, hinder or interfere with traffic on any street or sidewalk, or hinder or obstruct any bus, bus stop, or mailbox in Wakefield.

Permanent or temporary basketball courts or other sport courts must be approved in writing by the Board or Committee prior to construction or installation. Lighting on courts is not allowed.

C. Trampolines.

Trampolines should be placed in the backyard on a relatively flat surface, and must be anchored in a way that will prevent the trampoline from blowing away in the wind.

D. Swimming Pools.

Inflatable pools, pools with a PVC, metal, or solid support structure, and pools with filter pumps, such as the ones pictured below, are NOT permitted in Wakefield.



E. Boats, campers and recreational vehicles.

Boats, campers and recreational vehicles cannot be parked on any street or common area in Wakefield, and cannot be parked on any Lot unless entirely kept within a closed garage.

5. ENFORCEMENT

These Rules and Regulations, including any future amendments or modifications, are binding and enforceable on each and every Lot and Lot Owner in Wakefield the same as if they were set forth in the Declaration itself. The violation of any rule or regulation is subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be provided in the Declaration.

Except as provided by IC 32-25.5-5, if the Association takes action to enforce any rule or regulation, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, or legal action filed in the courts, then the Association will be entitled to reimbursement of all its costs and expenses, including, but not limited to, reasonable attorney fees, administrative charges by a management agent, and court costs, of the enforcement activity or action from the Owner in violation of the rule or regulation.

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

6. RULE ENFORCEMENT PROCEDURES

If a covenant or rule violation or dispute arises, the Association will follow the grievance resolution procedures described in IC 32-25.5-5.

To allow Owners within the Wakefield subdivision to have an idea of the process to be used in the case of a violation of the Declaration or any rule or regulation adopted pursuant to the authority therein, the Board has adopted the following standard enforcement procedures (seasonally appropriate):

1. **Newsletter**. Newsletters may be delivered (paper or electronically) at the Board's discretion to keep homeowners up to date on neighborhood issues and any enforcement problems happening in the neighborhood. Information may also be found on the Association's website at www.cgwakefield.com or the Wakefield Facebook page.
2. **Notice of Violation Letter**. When a violation is identified or reported, the Owner will be made aware of the violation by a Notice of Violation letter and will be given ten (10) business days to either correct the violation or to request in writing a face-to-face meeting with the Board to see if some resolution of the issues can be worked out.
3. **Impasse Letter**. If the violation is not corrected within ten (10) business days, or if the Owner does not ask for a face-to-face meeting with the Board, or if a face-to-face meeting does not resolve the dispute, then an Impasse letter will be sent to the Owner informing the Owner that he has ten (10) calendar days to correct the violation or to request in writing that the dispute be submitted to mediation or binding arbitration. If the Owner requests mediation or binding arbitration, the Owner will be solely responsible for the cost of the mediator or arbitrator.

4. Attorney Letter. If the violation is not corrected within ten (10) calendar days of the date of the Impasse letter, or if the Owner has not requested mediation or binding arbitration within that time period, then the matter will be turned over to the Association's attorney for legal action. While immediate legal action is authorized under the grievance resolution statute at this time, the Association may elect to have the Association's attorney send a letter informing the Owner that the violation matter has been turned over to his office to pursue any legal action necessary to gain compliance with the Declaration or Rules and Regulations. This Attorney Letter will also inform the Owner that this is their final opportunity to correct the problem, and failure to do so will result in a lawsuit being filed against them to seek their compliance with the Declaration or Rules and Regulations. The Attorney's Letter will also let the Owner know that they are also responsible for the cost of the attorney's violation letter. *Once a matter is turned over to the attorney for action, correcting the violation alone will not stop the matter from moving forward; the proceedings will not terminate until the Association has been reimbursed its legal expenses, and failure to reimburse the Association for their legal expenses may result in legal action to collect any and all expenses owed to the Association, including, but not limited to, attorney fees and court costs.*
5. Consideration of Legal Remedies. If the violation is not corrected after the Attorney Letter is sent to the Owner, the Board of Directors will consider the following options:
 - a) Exercising any self-help remedies available to the Association under the Declaration;
 - b) Filing a lawsuit and pursuing legal action against the Owner.

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

6. Self-Help Maintenance and Abatement. The Association may at any time before, during or after the enforcement procedures outlined in this provision exercise its self-help authority as set forth in the Declaration [Section 2.6(M)]. According to this authority, the Association has the right to determine if an owner is properly maintaining his Lot and the improvements on the Lot. If the Association determines the owner is not properly maintaining the Lot or the improvements on the Lot, then the Association has the right to enter upon the Lot and abate, repair, or remove the violation or problem. If the Association exercises its self-help authority, the Association and its employees, agents, and contractors are not liable for any damage that might occur or result from the work, and all expenses incurred by the Association to abate, repair or remove the violation shall be treated as a special assessment against the Lot and Lot owner.
7. Violation Notices. All letters and notices regarding a violation of the Declaration or Rules and Regulations will be sent to an Owner via First Class U.S. Mail, postage pre-paid. Notices or letters are not required to be sent by certified mail. All notices and letters will be sent to the Owners last known address as reported to the Association. The Association does not have a duty to research or locate new or alternate addresses for an owner. It is the owner's responsibility to make sure the Association has the owner's current mailing or contact information.

[End of Amended & Restated Rules, Regulations and Procedures]

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Wakefield Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 6 day of Sept., 2016.

WAKEFIELD HOMEOWNERS ASSOCIATION, INC.

by:

Kimberly Duffie

Printed Name Kimberly Duffie, President
Wakefield Homeowners Association, Inc.

ATTEST:

Melanie Piper

Printed Name: Melanie Piper, Secretary
Wakefield Homeowners Association, Inc.



STATE OF INDIANA)

COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Kimberly Duffie and Melanie Piper, the President and Secretary, respectively, of Wakefield Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Wakefield Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 6 day of September, 2016.

Brandon Carroll
Notary of Public - Signature Brandon Carroll

Printed

My Commission Expires:

July 21, 2024

Residence County: Marion

I, Scott A. Tanner, hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This document was prepared by:

Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227