

**Cross-Reference:**

Turfway Park, Section 1A (Plat), Instrument # 97014747 (Plat Book D, Page 56 A&B)  
Turfway Park, Section 1B (Plat), Instrument # 98030628 (Plat Book D, Page 155 A&B)  
Turfway Park, Declaration of Covenants, Instrument # 97009683

**ADOPTION OF RULES, REGULATIONS AND PROCEDURES**

**AFFIDAVIT OF CORPORATE RESOLUTION**

of

**TURFWAY PARK HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Turfway Park Homeowners Association, Inc., by its Board of Directors, on this 16<sup>th</sup>  
day of September, 2011, and states as follows:

WITNESSETH THAT:

**WHEREAS**, the residential community in Johnson County, Indiana, commonly known as Turfway Park was established upon the recording of certain Plats and other documents with the Office of the Recorder for Johnson County, Indiana; and

**WHEREAS**, the Plat for Turfway Park, Section 1A, was recorded with the Office of the Johnson County Recorder on July 9, 1997, as **Instrument # 97014747**, in Plat Book D, Page 56 A & B; and

**WHEREAS**, the Plat for Turfway Park, Section 1B, was recorded with the Office of the Johnson County Recorder on October 29, 1998, as **Instrument # 98030628**, in Plat Book D, Page 155 A & B; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Turfway Park ("Declaration") was recorded with the Office of the Johnson County Recorder on May 13, 1997, as **Instrument # 97009683**; and

**WHEREAS**, said Declaration states that by taking a deed to any Lot as set forth on the above listed Plats for the Turfway Park development, each owner becomes a mandatory member of the subdivision's homeowner's association known as Turfway Park Homeowners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

**WHEREAS**, the Association was incorporated pursuant to the above listed Declarations as a non-profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on May 15, 1997; and

48  
49 WHEREAS, the original Board of Directors adopted a Code of Bylaws (“Bylaws”) for the  
50 Association to define the operating procedures of the Association and the powers and authority of the  
51 Board of Directors, said Bylaws being revised and amended from time to time thereafter; and  
52

53 WHEREAS, the Declaration, Article III, Section 3.I(c), and Article VI, Section 6.21, both state  
54 that the Board of Directors has the authority to adopt rules and regulations for the use, improvements,  
55 additions, and alterations of the Lots and any common areas owned by the Association; and  
56

57 WHEREAS, the Articles, Article II, Section 2.03(c), states that the Association shall have the  
58 power to adopt rules and regulations and to perform such deeds as are deemed necessary to achieve the  
59 aforesaid purposes; and  
60

61 WHEREAS, the Bylaws, Article V, Section 4(g), states that the Board of Directors of the  
62 Association has the power to create, adopt, revise, amend or alter from time to time such additional rules  
63 and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or  
64 modifications of the Property, including the individual lots, streets (whether public or private), and the  
65 Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the  
66 Declaration, as the Board, in its discretion, deems necessary or advisable; and  
67

68 WHEREAS, pursuant to the authority cited above, the Board of Directors desires to adopt certain  
69 rules and regulations which it deems necessary and designed to protect the enjoyment, health, safety and  
70 welfare of the residents and the value, appearance and desirability of the properties within the Turfway  
71 Park community; and  
72

73 WHEREAS, upon adoption, said Rules, Regulations, and Procedures shall be applicable and  
74 binding upon each and every Lot and Lot Owner in the Turfway Park Development; and  
75

76 WHEREFORE, **BE IT RESOLVED**, pursuant to this authority granted to the Board by the  
77 Declaration, Articles and Bylaws, and in furtherance of the enforcement of the Declarations, Articles and  
78 Bylaws, the Board hereby certifies that the following is a full and true copy of the Resolution that was  
79 duly adopted at a meeting of the Board of Directors of the Association held in accordance with applicable  
80 laws, and was duly signed by the President and Secretary of the Association certifying that a majority of  
81 the members of the Board of Directors approved said Resolution and that the proceedings and the  
82 Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with  
83 any other provision of applicable Indiana law, the Declaration, Articles, or the Bylaws for the Turfway  
84 Park community or the Turfway Park Homeowners Association, Inc., and that said Resolution shall  
85 become effective and applicable to each Owner of a lot in the Turfway Park Development upon the  
86 recording of these rules with the Johnson County Recorder.  
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**[End of Recitals]**

90 **RULES, REGULATIONS & PROCEDURES**

91  
92 **for**

93  
94 **TURFWAY PARK**

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97  
98 **1. AWNINGS AND CLOTHESLINES**

99  
100 Awnings, patio covers, covers, overhangs or other similar structures are not allowed in  
101 Turfway Park. For purposes of this rule, a wooden pergola or a gazebo is not considered to be an  
102 awning.

103 In addition, clotheslines, whether retractable or permanent, are not allowed in Turfway  
104 Park.

105  
106  
107 **2. BASKETBALL GOALS**

108  
109 Basketball goals may be permanently installed beside a home's driveway or an approved  
110 basketball court. However, no basketball goals may be attached to the exterior of any home in  
111 Turfway Park.

112 Temporary, or moveable, basketball goals may be located along the driveway of any  
113 home in the neighborhood. No buckets, bricks, sandbags, rocks, blocks, or other weighted items  
114 can be stacked or placed on the base of any portable basketball goal.

115 All basketball goals, whether permanent or temporary, must be properly maintained.  
116 This means goals must have netting that is not torn, backboards must be of manufacturer quality  
117 (i.e. not homemade or plywood), backboards must have a rim, and no part of the goal or rim may  
118 be broken. If an owner does not properly maintain his basketball goal, the Committee has the  
119 right to take action to see that the owner either fixes or removes the goal.

120 **PLEASE NOTE: Under no circumstance will the Committee permit any basketball**  
121 **goal to be installed or placed on or next to any sidewalk, curb or street in Turfway Park**  
122 **development, or in any other location on a lot that will allow play to occur in the streets, hinder**  
123 **or interfere with traffic on any street or sidewalk, or hinder or obstruct any bus stop or mailbox**  
124 **in the development.**

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128 **3. PLAYGROUND EQUIPMENT / SPORTS COURTS**

129  
130 Swing-sets or play-sets must be wood; however, children's toys, like playhouses and  
131 sandboxes, which are less than six feet (6') may be plastic.

132 Play equipment may not be taller than fourteen feet (14') at its highest point (ground  
133 surface to highest point of structure). If a swing-set or play-set has an enclosed fort or playhouse,  
134 it must be no higher than fourteen feet (14') at its highest point.

135 All play equipment, including swing-sets and play-sets, must be located behind the home  
136 and at least ten feet (10') from all side and rear yard property lines.

137 Swing-sets or play-sets must be properly maintained and in good appearance.

138 Basketball courts or other sports courts must be approved in writing by the  
139 Committee before being installed. Sports Courts must be located in the rear yard of the

140 home. Sports courts cannot be lighted. The Committee is allowed to consider the impact  
141 a court may have on the neighboring properties, and the Committee has the right to  
142 require any court to be enclosed by a fence or shrubbery if the Committee decides that  
143 doing so would lessen the impact on neighboring properties.

144 Trampolines, volleyball nets and other temporary play equipment do not require  
145 prior written permission from the Committee, but they must be located behind the home.  
146 Trampolines must be properly anchored to the ground to prevent tipping, moving or blowing in  
147 the wind.

#### 150 **4. PETS and COMPANION ANIMALS**

151  
152 No animals, livestock or poultry of any kind, including exotic or wild animals, can be  
153 raised, bred or kept on any lot, except that dogs, cats or other customary household pets may be  
154 kept on a lot, so long as the pet(s) is not kept or bred on the lot for any commercial purpose and  
155 does not create a nuisance, including foul odor, excessive barking, howling, crying or other  
156 unreasonable noise, to any other lot owner or resident in Turfway Park. Also, an owner may not  
157 keep a dangerous animal on any lot. Under the law, a "dangerous animal" is one that has bitten  
158 or attacked a resident in Turfway Park, or when unprovoked, has chased or approached another  
159 person in a menacing fashion or an apparent attitude of attack.

160 No owner may feed or do any other action that will encourage wild animals or waterfowl,  
161 such as geese and ducks, from using, landing or feeding in Turfway Park, including the Common  
162 Areas. Any owner feeding wild animals or waterfowl may be held responsible for any  
163 destruction these animals cause to the Common Areas, and for any expense incurred by the  
164 Association to repair damage caused by these animals or to stop the animals from continuing to  
165 use, land, or feed in Turfway Park.

166 Owners may have one (1) dog house inside a fenced yard area, but the dog house must be  
167 wood or resin, no larger than sixteen (16) square feet in size, no taller than four (4) feet, and must  
168 be similar in color and appearance to the main house structure. All dog houses must be pre-  
169 approved in writing by the Committee. Any dog house installed before this rule is adopted is  
170 "grandfathered" and can stay on the lot until it is removed, replaced or re-painted, at which time it  
171 must meet the requirements of this rule. No dog runs, kennels and/or chain link cages are  
172 allowed in Turfway Park subdivision.

173 If a pet is let outdoors, it should be kept on the owner's property or should be on a leash  
174 and attended by the owner at all times. Leaving a pet tethered outside on any lot or common area  
175 while the owner is neither in the house nor at home does not constitute "attended." An owner will  
176 be fully liable for any injury or damage to persons or property caused by the owner's pet. The  
177 owner is also responsible for cleaning up after his pet, including properly cleaning his own  
178 property, the common areas, and other owners' lots soiled by his pet's excrement. An owner  
179 must reimburse the Association for the expenses of any cleaning performed by the Association  
180 because the owner refused or failed to clean up after his pet.

181 If the Board, in its sole discretion, finds a pet:

- 182 a) to be a dangerous animal;
- 183 b) is causing or creating a nuisance, unreasonable disturbance or noise (e.g. barking,  
184 especially at night);
- 185 c) has caused property damage; or
- 186 d) is doing anything else that is preventing another resident in Turfway Park from  
187 enjoying his property;

188  
189 then the Board may send the owner of the animal a letter via first class mail notifying the owner  
190 that he must correct the situation involving his animal or risk the Board ordering the pet's

191 removal from the neighborhood. If the owner fails to comply with the Board's request, then the  
192 Board may send the owner of the animal a letter via first class mail notifying the owner that the  
193 animal must be removed from Turfway Park within three (3) days of the Board's letter. If the  
194 owner refuses or fails to remove the animal from the subdivision, then the Board may be entitled  
195 to a court order (called an injunction) to have the animal permanently removed from Turfway  
196 Park.

197 Owners are required to comply with all state and local permitting requirements and other  
198 pet laws and restrictions. The Board has the right to grant a variance from any requirements or  
199 restrictions described in this rule to accommodate a police, emergency or service animal.  
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201  
202

## 203 **5. GARBAGE OR TRASH CANS**

204  
205 As stated in the Declaration, trash cans must not be stored on any lot in open public view  
206 except on trash collection days. Therefore, an owner may sit his trash cans on the curb beginning  
207 at 5:00 p.m. the day before trash pickup is scheduled. The trash cans must be removed from the  
208 curb and placed out of sight no later than 10:00 p.m. the same day as trash pickup. At all other  
209 times, trash cans and containers used to store or dispose of trash, rubbish, garbage or other waste  
210 must be kept clean and must be stored in an enclosed garage or in a place that is out of public  
211 view.

212 If the trash company requires an owner to use a large rolling trash container or bin, the  
213 owner may store this trash bin(s) outside, but only if the bin(s) is stored along the garage side of  
214 the home or the rear of the home and is: a) completely hidden by bushes or shrubbery, or b)  
215 completely hidden behind a fence screen approved in writing by the Committee.

216 Just to be clear, no owners or residents may store or place any trash bins, cans, bags, or  
217 other waste containers in the driveway, the walkways, the front porch, or any other area of the lot  
218 where the trash bin, can, bag or container is visible from the street or any neighboring home.  
219  
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## 222 **6. EXTERIOR HOME AND LOT MAINTENANCE**

### 223 **A. Appearance (Paint Colors).**

224  
225 The Committee must approve the exterior home and trim colors to be used for the homes and  
226 other improvements in Turfway Park neighborhood. All exterior home and trim colors in  
227 Turfway Park must be consistent in style and color with approved colors that exist in the  
228 neighborhood. An owner may re-paint his home's exterior and trim using the *same* color scheme  
229 without prior written approval of the Committee. However, any owner that wants to change the  
230 exterior color of his home or trim must get prior written approval from the Committee *before*  
231 making those changes.  
232

233 *For example*, if an owner's home is currently basic tan in color with olive trim, the owner  
234 does **not** need prior written approval to re-paint the house and/or trim the same colors. However,  
235 if the owner wants to re-paint his home dark gray with white trim, the owner would need prior  
236 written approval from the Committee before using this new paint scheme.  
237

238 The Committee has the sole discretion to decide whether a new color will be harmonious,  
239 consistent, or blend well with the appearance of other homes and improvements in the  
240 neighborhood, and the Committee may deny any request for paint color change. Exterior color  
241 schemes which do not blend well with most colors found in Turfway Park, including bright, bold

242 or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or  
243 fluorescent colors, are not permitted in Turfway Park and will not be approved by the Committee.

244 The fact that an owner has already painted his home or improvement before getting written  
245 approval from the Committee does not waive the obligation for the owner to get Committee  
246 approval. Any home or improvement painted a color before being approved by the Committee  
247 and later denied by the Committee must be re-painted a color approved by the Committee.  
248 According to the Declaration, the Committee may take legal action to force the repainting of any  
249 unapproved exterior home or improvement color scheme.

250  
251  
252 **B. Siding and Trim.**

253  
254 An owner must replace all siding and masonry on the exterior of his home with the same  
255 style, material and color siding, trim or masonry as originally installed on the home.

256 If the owner wants to change the style, material or color of the siding, trim or masonry of his  
257 home, then the owner must get prior written approval from the Committee *before* installing or  
258 making the changes to the siding, trim or masonry. *ALUMINIUM SIDING ON ANY HOME IN*  
259 *TURFWAY PARK IS EXPRESSLY PROHIBITED AND NO ALUMINUM SIDING REQUESTS*  
260 *WILL BE APPROVED BY THE COMMITTEE.*

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262  
263 **C. Roofing.**

264  
265 Roofing must be asphalt or fiberglass shingles. All replacement roofing in Turfway Park  
266 must be consistent in style and color with approved roofing that exists in the neighborhood. An  
267 owner may replace his roof using the *same* style and color as originally installed roofing without  
268 prior written approval of the Committee. However, any owner wanting to change his roofing  
269 style or color must get prior written approval from the Committee before making those changes.

270 *For example*, if an owner's 'weatherwood' colored asphalt shingle roof is damaged in a hail  
271 storm and is being replaced, the owner does **not** need prior written approval from the Committee  
272 to replace the roof with the same type of 'weatherwood' colored asphalt shingle. However, if the  
273 owner wanted to re-roof his home with green or black asphalt shingles, he would need prior  
274 written approval from the Committee before installing the new shingles.

275 The fact that an owner has already re-roofed his home before receiving written approval from  
276 the Committee does not waive the obligation for the owner to get Committee approval. Any  
277 roofing installed before being approved by the Committee and later denied by the Committee  
278 must be re-roofed with shingles approved by the Committee. According to the Declaration, the  
279 Committee may take legal action to force the re-roofing of a home or improvement.

280 If a roof is damaged and needs to have missing shingles replaced, those repairs must be made  
281 within sixty (60) days from the date the shingles blew off or were damaged unless the Committee  
282 grants the owner more time to make the repairs.

283  
284  
285 **D. Maintenance.**

286  
287 It is the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or  
288 unkempt condition on his lot. Each owner must perform proper maintenance on his lot and  
289 improvements to insure his home maintains a reasonable appearance and to avoid his lot or  
290 improvements from becoming unsightly when compared to the general appearance of other  
291 homes and improvements in the neighborhood. The term "proper maintenance" includes, but is  
292 not limited to, things such as painting, mold or mildew removal or cleaning, wood repair,

293 masonry repair, garage door repair, siding repair, roofing repair, window and porch screens and  
294 window repair, and fence painting or repair. The term also includes the following items:  
295

296 i) Landscaping. All lawns and other landscaping materials must be properly maintained  
297 and must be mowed and/or trimmed on a regular basis. At no time should the lawn on any lot be  
298 taller than six inches (6") in height or the maximum height allowed under the local ordinance,  
299 whichever is greater. In addition, underbrush or other unsightly growth, which includes  
300 untrimmed or improperly maintained lawns, bushes or trees, should not be allowed to grow or  
301 remain on any lot. Flower beds, trees and bushes must be neatly trimmed and not allowed to  
302 become overgrown with weeds.  
303

304 ii) Trees. Every owner must maintain and prune all of the trees located on his lot, and  
305 immediately remove any dead or fallen trees or limbs from his lot. Any tree(s) removed from a  
306 lot must be replaced with similar or approved tree(s).

307 If trees are planted between the curb and sidewalk, the lot owner is also responsible for  
308 taking care of these street trees. All street trees must be well-maintained, including trimming and  
309 pruning, at all times. However, an owner must not remove an existing street tree unless it is  
310 diseased, damaged or dead, without the prior written approval of the Committee. Any street tree  
311 that dies or is removed must be replaced by the owner within thirty (30) days from the date of  
312 removal, or as professionally recommended, with a new tree from a list of suitable tree species  
313 approved by the Committee. Replacement trees in a right-of-way area must be a minimum of two  
314 inches (2") in diameter and planted as close as practical to the original spot of the removed tree in  
315 order to maintain the orderly appearance of the tree-lined streets.

316 Sometimes a tree planted on a lot or along a street might become an obstruction or  
317 hazard, or creates damage to any street, curb, sidewalk, sewer or Common Area. Some examples  
318 would be a tree along the street that grows low enough that a school bus hits it, or a tree that  
319 hangs over a sidewalk so low that someone walking on the sidewalk must duck to avoid the  
320 branches, or the roots of a street tree that start to break or buckle the sidewalk. If this happens,  
321 the Committee may request that the owner remove or properly trim the tree. If the owner refuses  
322 or fails to promptly remove, trim, or prune the tree, then the Association may remove, trim or  
323 prune the tree as it determines is appropriate under the circumstances. The Association also  
324 reserves the right to perform routine, regular or preventative maintenance, trimming or pruning of  
325 any tree(s) located in a public right-of-way area within Turfway Park as part of the common  
326 expenses, if approved by a majority vote of the members in attendance, in person or by proxy, at  
327 the meeting where the expense is approved.

328 Any expenses for removing, trimming or pruning a tree(s) paid by the Association that  
329 would otherwise be the responsibility of the lot owner must be reimbursed to the Association by  
330 the lot owner. The Association is not responsible for any tree that is removed or accidentally  
331 damaged during trimming or pruning.  
332

333 iii) Trash / Waste Piles. No refuse piles, stacks of building or landscaping supplies or  
334 lumber, or any other items can be kept on any lot. No trash, rubbish, garbage or other waste,  
335 including grass, leaves and branches, can be kept on any lot except in trash cans.  
336

337 iv) Firewood. All firewood must be kept neatly stacked in stacks no larger than two feet in  
338 depth by four feet in width by four feet in height (2' D x 4' W x 4' H). Wood must be stored in  
339 the rear of the home; however, wood may be stacked along the side of the home if approved by  
340 the Committee. Stacks of firewood may **not** be stored on the front porch of any home or in the  
341 front yard or driveway of any lot. Stacks of wood must be stored at least twelve inches (12") off  
342 the ground to reduce or avoid infestation and rotting. If a tarp or cover is put over the wood, it

343 must be brown, tan or other dark color and must be securely fastened to prevent blowing or  
344 flapping.

345  
346 v) Common Area Dumping. No owner may dump trash, debris, lawn or yard waste, tree  
347 limbs or leaves, or other items on any common area or vacant lot. In addition, no owner may  
348 dump any motor oil, fertilizer, vegetation killer, paint, or other hazardous or toxic liquids on the  
349 common areas, vacant lots, or into the public drainage system, including the retention ponds and  
350 storm sewers, located in Turfway Park.

351  
352 vi) Self-Help. If an owner is in violation of this rule, the Association will send the owner a  
353 letter by first class, postage pre-paid, mail asking the owner to correct the violation within five (5)  
354 days from the date of the notice. If the owner fails to correct the violation by the deadline date,  
355 the Association will mow or perform the necessary maintenance so the lot complies with the rule.  
356 If the Association uses self-help to correct a violation, the owner will be responsible for  
357 reimbursing the Association for all of its costs and legal fees incurred as a result of the self-help.  
358 The Association will then bill the owner and add that amount to the owner's account.

359  
360 vii) Committee Discretion. For purposes of this section, the Committee has the right to  
361 determine whether the condition or appearance of a lot or home reasonably creates an "unsightly  
362 or unkempt" condition or appearance when compared to the condition or appearance of the other  
363 lots and homes in Turfway Park subdivision as a whole.

## 364 365 366 **7. PARKING**

367  
368 No vehicles of any kind may be parked on the streets in Turfway Park that are:

- 369  
370 a) Parked on the street overnight, which means from midnight to 7:00 a.m. without  
371 being moved;  
372 b) Parked in a manner that hinders snow plows from plowing snow on the streets;  
373 c) Parked in a manner that hinders school busses or emergency vehicles from driving  
374 through the subdivision;  
375 d) Parked in a manner that blocks a mailbox or hinders mail delivery;  
376 e) Parked in a manner that blocks a fire hydrant;  
377 f) Parked in a manner that blocks or hinders the use of a cul-de-sac;  
378 g) Leaking fluids

379  
380 Commercial vehicles primarily used or designed for commercial purposes (includes semi-  
381 trucks, box trucks, utility trucks, tow trucks, and vehicles with commercial equipment visible),  
382 tractors, busses, mobile homes, recreational vehicles (RV's), trailers (either with or without  
383 wheels), campers, camper trailers, boats and other watercraft, and boat trailers may not be parked  
384 on any street nor on any lot unless within an enclosed garage, *except* for vehicles that are  
385 temporarily in the community to provide moving, home construction or repair, or health care  
386 services.

387 No inoperative, disabled, stored, unregistered or unlicensed vehicles may be parked or  
388 repaired anywhere in Turfway Park except inside an enclosed garage. An "inoperative" vehicle  
389 means any vehicle that has not been noticeably moved or driven by its owner for a period of three  
390 (3) weeks or longer (regardless of whether the vehicle runs or not); any vehicle on jacks, blocks  
391 or stands; any vehicle that has a block or other device under the tires to prevent movement or  
392 rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the  
393 vehicle from being driven. A "stored" vehicle is any vehicle that is stationary on any lot with a



394 tarp or cover over it; any vehicle that has not been noticeably moved or driven by its owner for a  
395 period of three (3) weeks or longer (regardless of whether it runs or not); or any vehicle that has a  
396 block or other device under the tires to prevent movement or rolling. An “unregistered” or  
397 “unlicensed” vehicle includes any vehicle that does not properly display a valid license plate on it  
398 as required by law.

399 No vehicles of any kind may be repaired, restored, worked on, serviced or put up on  
400 blocks or jacks on any lot unless such repairs or work are done in an enclosed garage (i.e. vehicle  
401 repairs and servicing in the driveways is prohibited). Washing your vehicle is not considered  
402 working on or servicing your vehicle.

403 No vehicles of any kind may be parked for any length of time on any portion of the grass,  
404 yard, or other non-paved area within Turfway Park subdivision, including the lots.

405 No snowmobiles, all-terrain vehicles (ATV’s), go-karts, dune buggies, mini-bikes,  
406 motorcycles, mini-motorcycles, pocket bikes, motorized dirt bikes, or other loud engine  
407 motorized recreational vehicles, whether registered or not, may be run or operated on any  
408 common area, sidewalk, or walking path within the community.

409 No vehicles displaying “for sale” signs may be parked in any common area.

410 Portable storage barns, sometimes called Portable On-Demand Storage (P.O.D.S), may  
411 not be placed or stored on any lot for more than three (3) consecutive calendar days.

412 All owners and residents of Turfway Park are responsible for informing their tenants,  
413 guests, visitors and children about the Association’s parking rules and restrictions.

414 The Board has the right, but not the obligation, to remove or tow from any street (public  
415 or private), common area, or lot within Turfway Park, at the owner’s expense, any vehicle that  
416 violates the Declaration or this rule. The Board may create procedures to be used for the  
417 enforcement of this rule, including towing. If an owner’s vehicle is towed for violating the  
418 Declaration or this rule, the Association, and any person or agent acting on behalf of the  
419 Association, cannot be held liable for any damage, loss or expense suffered by the owner as a  
420 result of a vehicle being towed. The owner of the vehicle will be solely responsible for any  
421 towing, processing, storage and other fees resulting from the vehicle being towed. If the  
422 Association suffers any damages, legal fees, costs or expenses from towing any vehicle, then the  
423 owner of the vehicle (or the owner of the lot which the guest was visiting) will be responsible for  
424 fully reimbursing the Association all of its damages, legal fees, costs and expenses resulting from  
425 the action, so long as the actions of the Association were taken in good faith and to prevent or  
426 stop parking violations of the Declaration or this rule.

## 427 428 429 **8. COVENANT AND RULES ENFORCEMENT**

### 430 431 432 **A. Enforcement Remedies.**

433 These rules and regulations, including any amendments made later, are binding and  
434 enforceable on each and every lot and lot owner in Turfway Park the same as if it were stated in  
435 the Declaration. The violation of any rule or regulation adopted by the Association is subject to  
436 an action at law or in equity by the Association to enjoin (stop) the violation and to pursue any  
437 other relief or remedy that is allowed in the Declaration, rules and regulations, Bylaws, or under  
438 Indiana law.

439 If the Association takes any action to enforce any covenant, rule or regulation, including  
440 preparing and sending violation letters, towing vehicles, self-help or a lawsuit, then the  
441 Association is entitled to be reimbursed all of its costs and expenses, including reasonable  
442  
443

444 attorney fees, administrative charges by a management agent, and court costs, by the owner in  
445 violation of the covenant, rule or regulation.

446 The remedies in this rule are in addition to any remedies of the Association already stated  
447 in the Declaration or Bylaws and may be used for any enforcement action taken by the  
448 Association to stop a violation of the Declaration, rules and regulations, or Bylaws.

449 These additional remedies are passed by the Association to maintain the intent and spirit  
450 of the Declaration that the Association and its members should not be penalized or suffer  
451 financial loss because an owner in Turfway Park would not voluntarily follow the terms of the  
452 covenants, rules and regulations without the Association taking action against the owner to force  
453 him to comply with the covenant or rule.  
454

#### 455 **B. Complaints.**

456  
457 If someone is believed to be in violation of any of the provisions of the Declaration,  
458 Bylaw, or Rules or Regulations, a signed, written complaint must be submitted by an owner,  
459 resident, or member of the Board of Directors, to the Secretary of the Association or the  
460 Association's designated managing agent that includes: a) the name of the alleged violator; b) the  
461 alleged violator's address; c) a detailed description of the alleged violation; and d) the date and  
462 approximate time of the alleged violation.  
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#### 464 **C. Enforcement Procedures.**

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466 So owners within Turfway Park subdivision can have an idea of the process to be used in  
467 the case of a violation of the Declaration, rules and regulations, and Bylaws, the Association has  
468 adopted the following standard enforcement procedures to be used for violation matters (these  
469 procedures do not include collection actions and towing):  
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472 1. Courtesy Letter. When a violation is identified or reported, the owner generally will be made  
473 aware of the infraction by way of a Courtesy Letter from the Association and given a specified  
474 period of time, usually fourteen (14) days, to correct the violation.

475 2. Final Notice Letter. If the violation is not corrected within the time period specified in the  
476 Courtesy Letter, or in the case of a new violation, a Final Notice Letter will be sent to the  
477 owner telling him that he is still in violation of the covenant, rule or regulation, and that the  
478 owner has one final chance to correct the violation within fourteen (14) days from the date of  
479 the Final Notice Letter. The Final Notice Letter will also tell the owner that if he does not  
480 voluntarily correct the violation, the matter may be turned over to the Association's attorney  
481 to pursue legal remedies. The Final Notice Letter will also remind the owner that he will be  
482 responsible to reimburse the Association any management company fees and/or attorney fees  
483 charged to the Association due to his covenant or rule violation.

484 3. Attorney Letter. If the violation is not corrected within the time period stated in the Final  
485 Notice Letter, or in the case of a new violation, the Association may elect to have the  
486 Association's attorney send a letter to the owner asking the owner to either correct the  
487 violation or face a possible lawsuit. The Attorney's Letter will also let the owner know that he  
488 is also responsible for reimbursing the Association for the cost of the Attorney's Letter.

489 ***PLEASE NOTE: Once a matter is turned over to the attorney for action, correcting***  
490 ***the violation alone will not stop the matter from moving forward; the action will not end***  
491 ***until the Association has also been reimbursed its legal expenses. An owner's failure or***

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*refusal to reimburse the Association for their legal expenses may result in a lawsuit being filed against the owner to collect the expenses owed to the Association, including attorney fees and court costs.*

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4. Consideration of Legal Remedies. If the violation is not corrected after the Attorney Letter is sent to the owner, the Board of Directors can:

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a) Pursue self-help remedies described in the Declaration or these rules, including towing;

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b) File a lawsuit against the owner to have the court order him to comply with the Declaration or rule.

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The owner is responsible for reimbursing the Association for all of its expenses, including, attorney's fees, interest, and other costs. If the Association tries to use self-help and it does not correct the violation, the Association can still pursue legal action against an owner to get him to comply with the covenants and/or rules.

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5. Self-Help. The Association may at any time use its self-help authority as stated in the Declaration and/or these rules and regulations. Under self-help, the Association has the right to determine if an owner is properly maintaining his lot and/or the improvements on the lot, and whether the owner is committing any other violation of the Declaration and/or the rules and regulations. If the Association finds that the owner is not properly maintaining his lot or the improvements on the lot, or is committing a violation of the Declaration and/or rules and regulations, the Association has the right to enter onto the owner's lot and mow, trim, prune, stop, repair, or remove the violation or problem. If the Association uses 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 paid by the Association to mow, trim, prune, stop, repair, tow or remove the violation must be reimbursed to the Association by the lot owner in violation of the Declaration and/or rules and regulations.

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6. Towing. Towing is considered a self-help remedy. However, the Association does not have to follow the same notice letter steps as stated above before towing a vehicle. For towing purposes, the Association may, but is not required to, send the owner one (1) warning letter asking the owner to stop committing the parking violation. If a warning letter is sent to the owner, and the owner continues to commit the parking violation, the owner's vehicle may then be towed. After an owner has been sent a warning letter, the Association does not have to send the owner any further notices but may simply have any vehicle parked in violation of the Declaration or these rules towed.

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7. Suspension of Privileges. During the period of time an owner is: a) delinquent on paying any assessments or other charges to the Association, or b) in violation of any covenant in the Declaration, rule adopted by the Association, or any Bylaw, the owner's privileges to vote will be suspended.

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8. Violation Notices. All letters and notices regarding a violation of the Declaration or the 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.**

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9. Delay or Failure to Enforce. No delay or failure by any owner or the Association to pursue enforcement against a violation of the Declaration or these rules will waive the ability of the

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owner or the Association (or an estoppel of that party to assert) to pursue enforcement against any violation that is occurring, or reoccurs, or continues to occur. In short, any covenant or rule can be enforced at any time.

10. Failure to Follow Enforcement Procedures. These enforcement procedures are meant to be a guideline for handling the typical enforcement action. However, because enforcement of the Declaration and the rules and regulations may depend on the situation, including the number of previous violations committed by an owner and the type, or seriousness, of the violation that is occurring, the Association is free to use any other procedures it believes are appropriate under the circumstances. Hence, if the Association does not strictly follow these enforcement procedures, it does not waive or estop the Association's right to enforce any covenant or rule at any time.

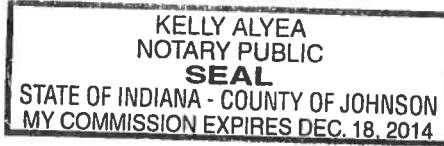
**[End of Rules and Regulations]**

554 IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution  
555 for Turfway Park Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury,  
556 the truth of the facts herein stated, this 16<sup>th</sup> day of September, 2011.

557 TURFWAY PARK HOMEOWNERS ASSOCIATION, INC.

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562 Printed: [Signature]  
563 President  
564 Turfway Park Homeowners Association, Inc.

565 ATTEST:  
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569 Printed: [Signature]  
570 Secretary  
571 Turfway Park Homeowners Association, Inc.



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574 STATE OF INDIANA )  
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576 COUNTY OF Johnson )  
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578 Before me a Notary Public in and for said County and State, personally appeared  
579 STEPHEN SCHNAFFER and TIM PRASCHALL, the President  
580 and Secretary, respectively, of Turfway Park Homeowners Association, Inc., who acknowledged  
581 execution of the foregoing Affidavit of Corporate Resolution for Turfway Park Homeowners Association,  
582 Inc. and who, having been duly sworn, stated that the representations contained herein are true.

583 Witness my hand and Notarial Seal of this 16 day of September, 2011.

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585  
586  
587 [Signature]  
588 Notary of Public - Signature  
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590 Printed [Signature]

591 My Commission Expires:  
592 12/18/14  
593

594 Residence County: Johnson

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

597 **This document was prepared by:**

598 Scott A. Tanner  
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601 Indianapolis, IN 46237  
602 (317) 536-7435