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HENDRICKS COUNTY RECORDER
12/10/2010 08:22:22AM

Cross-Reference:

- Eagle Crossing, Section 1 (Plat), Instrument #2001-00026509
- Eagle Crossing, Section 2 (Plat), Instrument #2002-00014322
- Eagle Crossing, Section 3 (Plat), Instrument #2002-00040221
- Eagle Crossing, Section 4 (Plat), Instrument #2002-00042518
- Eagle Crossing, Declaration of Covenants, Instrument #2001-00026510

RULES, REGULATIONS, & PROCEDURES

**AFFIDAVIT OF CORPORATE RESOLUTION
of
EAGLE CROSSING HOMEOWNERS ASSOCIATION, INC.**

COMES NOW the Eagle Crossing Homeowners Association, Inc., by its Board of Directors, on this 7 day of December, 2010, and states as follows:

WITNESSETH THAT:

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

WHEREAS, the Plat for Eagle Crossing, Section 1, was filed with the Office of the Hendricks County Recorder on September 6, 2001, as **Instrument # 2001-00026509**; and

WHEREAS, the Plat for Eagle Crossing, Section 2, was filed with the Office of the Hendricks County Recorder on April 25, 2002, as **Instrument # 2002-00014322**; and

WHEREAS, the Plat for Eagle Crossing, Section 3, was filed with the Office of the Hendricks County Recorder on November 20, 2002, as **Instrument # 2002-00040221**; and

WHEREAS, the Plat for Eagle Crossing, Section 4, was filed with the Office of the Hendricks County Recorder on September 24, 2003, as **Instrument # 2003-00042518**; and

WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Eagle Crossing (hereinafter "Declaration"), and any amendments hereto, recorded in the office of the Hendricks County Recorder on September 6, 2001, as **Instrument # 2001-00026510**, which states that by taking a deed to any Lot as set forth on the above listed Plats for the Eagle Crossing development, each owner becomes a mandatory member of the Eagle Crossing Homeowners' Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

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WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation hereinafter “Articles”) filed with, and approved by, the Indiana Secretary of State on May 24, 2001; and

WHEREAS, the Association’s Initial Board of Director(s) adopted a Code of Bylaws (hereinafter “Bylaws”) for the Association and the Homeowners within Eagle Crossing; and

WHEREAS, Article VII of the Declaration states: “The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Real Estate, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by a majority of the Members entitled to vote thereon...”; and

WHEREAS, Article VIII, Section 8.1, of the Declaration states: “The Board may establish reasonable rules and regulations concerning the use of Lots and Dwelling Units, and the amendments thereto shall be furnished by the Association to all Members prior to the effective date upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulations be specifically overruled, cancelled, or modified by the Board or in a regular or special meeting of the Association by a majority of the Members as set forth in the Bylaws...”; and

WHEREAS, pursuant to the authority in the Declaration as set forth above, the Board of Directors hereby adopts the following Rules and Regulations applicable to all properties, including the individual Lots, that are part of the Real Estate known as Eagle Crossing, said Rules and Regulations setting forth additional restrictions, standards and guidelines for the Real Estate and the individual Lots therein, all designed to protect each individual Owner’s use and enjoyment of their Lot and to preserve the value, integrity and desirability of the real properties within the subdivision, including each individual Owner’s Lot, by protecting the health, safety and welfare of the Owners within the Eagle Crossing subdivision; and

WHEREFORE, BE IT RESOLVED, pursuant to the provisions set forth in the Declaration and the authority granted to the Board of Directors by the Declaration, the Board hereby adopts and certifies that the following is a full and true copy of the Corporate Resolution setting forth the Rules, Regulations and Procedures for the Association that was duly adopted by the Board of Directors of the Association in accordance with the Declaration and all applicable laws, and was duly signed by the President and Secretary of the corporation certifying that a majority of the members of the Board of Directors approved said Corporate Resolution and that the proceedings and the Corporate Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles, the Bylaws, or the Declaration, and that said Corporate Resolution and the Rules, Regulations and Procedures set forth therein shall become effective, applicable and binding upon each Lot and Lot Owner in the Eagle Crossing Development immediately upon recording of the same in the Office of the Hendricks County Recorder and the distribution of the same to all Owners in the Eagle Crossing Development. These Rules, Regulations and Procedures may only be overruled, cancelled or modified by the Board or in a regular or special meeting of the Association by a majority of the Members entitled to vote thereon.

PARKING AND GARAGE RULES

for the

EAGLE CROSSING SUBDIVISION

A. Definitions

1. “*Temporary*” as used in Section 7.4 of the Declaration means any vehicles that are parked on any street or public right of way in Eagle Crossing for no more than twelve (12) consecutive hours in any one (1) calendar day.
2. “*Non-Recurring*” as used in Section 7.4 of the Declaration means any vehicles that are:
 - a) found parked on any street or public right of way in Eagle Crossing during random monthly drive-through inspections more than three (3) times within a one (1) calendar year period of time (January 1st–December 31st); or
 - b) parked on any street or public right of way in Eagle Crossing more than two (2) times in violation of any Standard Parking rules.
3. “*Unlicensed*” or “*no current operating license*” as used in Section 7.4 of the Declaration means any vehicle that does not display a valid license plate as required by law.
4. “*Inoperable*” as used in Section 7.4 of the Declaration includes: **a)** any vehicle that has not been noticeably moved or driven by its owner for a period of seventy-two (72) hours or longer; **b)** any vehicle on jacks, blocks or stands; **c)** any vehicle that has a block or other device under the tires to prevent movement or rolling; or **d)** any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven.
5. “*Stored*” as used in Section 7.4 of the Declaration includes: **a)** any vehicle that is stationary on any Lot with a tarp or cover over it; **b)** any vehicle that has not been noticeably moved or driven by its owner for a period of seventy-two (72) hours or longer; or **c)** any vehicle that has a block or other device under the tires to prevent movement or rolling.

B. In General

All vehicles belonging to Owners, members of a household, and guests must be parked in the garages or on the driveways serving their Lot. As set forth in the Declaration, no vehicles, whether belonging to an owner or a guest, shall park on any street or public right-of-way except on a temporary and non-recurring basis, except for vehicles parking in designated common area parking locations.

Vehicles may park in designated common area parking locations while an owner is using the common area amenities. The exception for temporary and non-recurring parking shall not apply to parking in the designated common area parking locations. However, temporary parking in the designated common area location may not be used for the benefit of any individual lot. In other words, owners may not park their vehicles in a designated common area parking location unless they are using the common area amenities.

C. Random Drive-Thru Towing Policy

To make sure the residents are following the street parking restrictions stated in the Declaration and these rules, the Board has adopted this Random Drive-Thru Towing Policy. This policy has been designed to give every resident several warnings before having their vehicles towed.

1. Drive-through inspections of the entire Development will be conducted each month on a random date and time basis. Any vehicle found parked on the street at the time of this random drive-through inspection will be marked, tagged or stickered with a seventy-two (72) hour removal notice. Under Indiana Code 9-22-1 et seq., a vehicle is considered abandoned if it is parked on the street for seventy-two (72) hours or more. Under the law, it does not matter if the vehicle has actually been moved between the time it was initially marked, tagged, or stickered and seventy-two (72) hours later if the vehicle is found parked on the street in the same or substantially same location as it was when it was initially marked, tagged or stickered.
2. **“Seventy Two (72) Hour” Policy:** After a vehicle is marked, tagged or stickered during a random drive-through inspection, another follow-up drive-through inspection will be conducted approximately seventy-two (72) hours later to make sure the vehicle has been removed from the street. During this follow-up drive through inspection, any vehicle that is still parked on the street in the same or substantially same location as it was when it was marked, tagged or stickered will be towed. It does not matter if the vehicle has actually been moved between the time it was initially marked, tagged, or stickered and seventy-two (72) hours later.
3. **“Three Strikes and You’re Out” Policy:** If a vehicle is marked, tagged or stickered more than three (3) times within a one (1) calendar year period of time (January 1st–December 31st) during the random monthly drive-through inspections, then on the fourth (4th) or more violation, the vehicle will be immediately towed without further notice, marking, tagging or stickers.
4. The person who owns the vehicle being towed will be responsible for all costs involved in the removal, storage and disposal of the vehicle.
5. If a vehicle is not claimed after being towed and is ultimately disposed of, the proceeds from the sale or disposal, if any, will go to satisfy any outstanding tow, storage and disposal costs first, then to the Association to reimburse it for any costs and expenses incurred as a result of the rule violation, and the remainder shall be refunded to the owner of the vehicle.
6. For purposes of the **“Three Strikes and You’re Out” Policy**, the one (1) calendar year period to be used for the Random Drive-Thru Towing Policy will begin anew as of January 1st of each calendar year.

D. Standard Parking Policies

The Random Drive-Thru Towing Policy procedures are meant to be a guideline for handling typical street parking enforcement.

However, enforcement of the Declaration or these rules may depend on many unique factors and/or the specific facts of each situation, including the number of previous parking violations committed by the owner or the type, or seriousness, of the violation that is occurring. As a result, the Board has the right under the Declaration and these rules to have a vehicle towed immediately if the Board determines it is necessary and/or appropriate under the circumstances. The failure of the Board to follow the “Seventy-Two (72) Hour” or “Three (3) Strikes and You’re Out” policies

described in the Random Drive-Thru Policy will not waive or be a defense to the right of the Association to enforce at any time any provision of the Declaration or of these rules.

1. In addition to the Random Drive-Thru Policy, the Association may also monitor street parking based upon:
 - a. Complaints or observations of current violations of the Declaration or this parking rule by the Association's Board, homeowners, management agents, employees, or other agents.
 - b. Previous violations of this rule by a particular owner; or
 - c. Any other reason or method deemed appropriate by the Association.
2. Any vehicles found parked in the designated common area parking locations that does not belong to an owner or his guest who is currently using the common area amenities (i.e. the owner is parked in the common parking lot for his own personal use or his guests are using the common area parking lot for "overflow" parking for an event at the owner's home) will be subject to immediate towing.
3. A vehicle may be subject to immediate towing if it is parked in the street in violation of the Declaration, this rule, or local ordinance and it is:
 - a) In the way of or hinders the ability of neighboring property owners from entering or exiting their driveways or using the streets;
 - b) In the way of or hinders snow plows from plowing snow on the streets;
 - c) In the way of or hinder school busses or emergency vehicles from driving through the subdivision;
 - d) Parked in a manner that blocks a mailbox or hinders mail delivery;
 - e) Parked in a manner that blocks a fire hydrant;
 - f) Parked in a manner that blocks or hinders the use of a cul-de-sac;
 - g) Leaking fluids
4. Any "unlicensed" vehicles found parked on any street in the Development shall be subject to immediate towing.
5. Any "inoperable" vehicles found parked on any street in the Development shall be subject to immediate towing.
6. Any commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers found parked on any street in Eagle Crossing will be subject to immediate towing, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.
7. Any vehicles found parked on any street in the Development that are on jacks, jack stands or other similar devices, or are in any state or condition so as to pose a health or safety risk to any owner or resident in Eagle Crossing, will be subject to immediate towing.
8. Semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles found parked on any street in the Development will be subject to immediate towing; with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.

E. Other Parking Rules

1. Vehicles may not be parked for any length of time on any portion of the grass, yard, or other non-paved area within the Development, including the Lots.

2. Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked only in an enclosed garage.
3. No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles are permitted in the Development, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.
4. "Unlicensed" vehicles must be parked only in an enclosed garage, not in the driveway.
5. "Inoperable" vehicles must be parked only in an enclosed garage, not in the driveway.
6. "Stored" vehicles must be parked only in an enclosed garage, not in the driveway.
7. No vehicles of any kind may be repaired or restored on any Lot unless such repairs or work are done in an enclosed garage or if the repairs are done for emergency purposes in order that the vehicle may be moved to a proper repair facility. For purposes of this provision, changing a vehicle's oil, changing a tire or washing the vehicle is not considered a vehicle repair or restoration unless it is not completed from start to finish within twenty-four (24) hours.
8. It is important that the streets remain clear of parked vehicles so that general traffic and emergency vehicles can use the street. Hence, in the event that vehicles are parked on the street according to the limitations of the Declaration or this rule, vehicles may be parked on one side of the street only. Vehicles may not be parked directly across the street from other vehicles (i.e. on both sides of any street). If this happens, both vehicles will be subject to immediate towing.

F. Garages

1. Garages must be used for vehicle parking and, if additional space is available, the storage of personal possessions and other household items. Garages may not be modified or filled with personal items so that the garage can no longer park the same number of cars that it was originally designed to hold (i.e. a two (2) car garage must be remain able to accommodate two (2) cars at all times).
2. Garages may not be used for any type of professional vehicle repair facility or other similar type of business operation.

G. Waiver of Liability

1. If an Owner's vehicle, or any vehicle belonging to any resident, occupant, guest and invitee of an Owner, is towed pursuant to the Declaration or this rule, the Association and any person or agent acting on behalf of the Association will not be liable for any damage, loss or expense incurred by the Owner or the resident, occupant, guest and invitee of an Owner as a result of a vehicle being towed from the Development.

H. Enforcement

1. These parking rules, including any future amendments or changes, are binding and enforceable upon each and every Lot, Lot Owner, and any resident, occupant, guest and invitee of an Owner in Eagle Crossing the same as if it were set forth in the Declaration itself. The violation of any rule adopted by the Association will be subject to legal action by

the Association to enjoin (stop) the violation, or to pursue any other relief or remedy as may be stated in the Declaration.

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

In addition, the Owner and any resident, occupant, guest and invitee of an Owner may be subject to towing and storage fees and other expenses as a result of being towed. The Owner and any resident, occupant, guest and invitee of an Owner will be responsible to the towing and storage agent(s) for these towing and storage expenses.

The foregoing remedies are in addition to, or supplement, any remedies of the Association identified in the Declaration, and may be used or applied to any enforcement activity or action taken against a violation of the Declaration or any rule properly adopted by the Association.

These additional remedies are adopted to maintain the intent and spirit of the Declaration that the Association and its members should not be penalized or suffer from financial loss to the Association's operating budget the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance, including any resident, occupant, guest and invitee of an Owner, with the terms and restrictions of the Declaration or any rule properly adopted by the Association.

I. Adoption of Additional Rules

The Board has the right to adopt additional rules, or to change these rules, regarding parking in Eagle Crossing according to the authority granted to the Board by the Declaration.

[End of Rule]

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Eagle Crossing Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 1 day of December, 2010.

EAGLE CROSSING HOMEOWNERS ASSOCIATION, INC.

by:

Mary Kay Scott
Printed Name: MARY KAY SCOTT, President
Eagle Crossing Homeowners Association, Inc.

ATTEST:

Laura M. Vetter
Printed Name: Laura M. Vetter, Secretary
Eagle Crossing Homeowners Association, Inc.

STATE OF INDIANA)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Mary Kay Scott and Laura M. Vetter, the President and Secretary, respectively, of Eagle Crossing Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Eagle Crossing 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 1 day of December, 2010.

Jeffrey A. Rode
Notary of Public - Signature
JEFFREY A. Rode
Printed

My Commission Expires:

3-10-2013

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. Scott A. Tanner

This document was prepared by:

Scott A. Tanner, Esq.
TANNER LAW GROUP
6745 Gray Road, Suite H
Indianapolis, IN 46237
(317) 536-7435

