

# Residents' Handbook

CHERRY LAKE HOMEOWNERS ASSOCIATION

# *Welcome to our community.*

**T**he quality living environment we enjoy at Cherry Lake is enabled by the direct involvement of our residents, who have actively assumed the responsibilities that attend its attractions. We participate in managing its finances and common grounds, writing its newsletters, maintaining architectural controls and rules, and planning social events to ensure a quality of life found in few places.

Our homes and the environment we have nurtured at Cherry Lake have attracted residents with diverse and considerable talents who participate on various committees and on our Board of Directors. Together, we have created and we maintain a community you can be proud to be part of, and to which you can make your contributions in areas of finance, architectural review, grounds management, social/recreation, newsletter/communications and other areas. Whether you own or rent your home, you can make your interests known in any of these areas by contacting any member of a committee or our Board of Directors.

Special obligations belong to our homeowners. If you have purchased one of our 275 homes, you have also assumed  $\frac{1}{275}$  of the responsibilities for managing our common assets as well. Costs of maintaining our community are measured in more ways than money. Your dues cannot adequately substitute for contributions of your time. It is important that we each assume our share of responsibilities. Please volunteer for a working committee of your choice or accept appointment as your name may come up on our roster every few years. And when you're not active on a committee or the Board, please support those who are by completing a ballot or proxy when asked and attending our Annual Meetings. Only your resolution to participate—to be hands-on involved in sustaining the quality of your community—can preserve that environment in which we have all invested.

**Y**ou are about to read a short explanation about what Cherry Lake Homeowners Association is and how we operate. This will explain whom to call for what, rules, our insurance, the architectural standards and approval process, general information and answers to frequently asked questions.

Please read this booklet, ask others in your household to read it and keep it handy for reference.

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# What our association is

As members of a Planned Development association, we each can have the benefits of sharing common facilities otherwise difficult to own, of living in a nice home in a neighborhood the quality of which we mostly determine—and with some terrific neighbors.

Attendant to a community like ours, with its higher density housing and shared common property, are collective responsibilities. We have an impressive talent pool for sharing management of those responsibilities.

Our Association, *Cherry Lake Homeowners Association*, is a nonprofit corporation, the legal form we take that allows us to

- enter into contracts.
- own and maintain property.
- levy and collect assessments.
- become an employer.
- buy insurance.
- pay taxes.
- borrow money.
- formally agree on rules and authority.

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## The C&Rs

If you own a home here, your purchase automatically entitled and obligated you as a member of the Association. The *C&Rs* (Covenants & Restrictions) is the document that describes those entitlements and obligations. You received a copy of it before purchasing your home.

If you are renting your home from a homeowner, you are bound by many of the *C&Rs* terms and rules, some of which are summarized in this booklet; violation of those terms or rules may be a default under your lease so you should familiarize yourself with the *rules* section of this booklet.

The *C&Rs* make us possible. Every homeowners association has one. It is a comprehensive description of the Association's rights and owners' rights, of administration, membership, property and voting rights, maintenance and assessments, duties and powers, use restrictions, architectural controls, protection, and other provisions.

Ultimately, almost every Association activity is governed by or affected by the *C&Rs*. By reading them you may gain insights into why a committee or the Board acts in a particular way or why we have regulations and obligations of enforcement. If you are an owner it also will help to prepare you for taking your turn on the Board or on a committee.

## Your home

Your home is your most obvious asset at Cherry Lake. It is principally what motivated you to purchase.

Because of our common design elements and proximity of our homes to one another, additions and improvements made by one neighbor can affect the property values of the rest of us. To this extent, common interests do affect what you can do with the exterior of your home. Protections are afforded us by our C&Rs as *architectural controls*. Any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Review Committee (ARC). See *Architectural Review* later in this handbook.

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## Common area

If you are an owner, when you purchased your home you also acquired the responsibility for our Association assets such as our streets, curbs, sidewalks, exterior lighting, trees and landscaping and other physical assets. Part of the dues you pay each month goes toward the maintenance and replacement reserve funds for these assets.

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## Committees

These groups are the means by which you can involve yourself and make things happen at Cherry Lake.

Some committees are permanent (standing) such as the Architectural Review Committee (ARC). Others are more transient (ad hoc). For example, the Budget Committee is appointed and becomes active each July as we begin to prepare our budget or as our Board directs. The Rules Committee is appointed as we decide new or amended rules are required, to help resolve disputes or complaints, or to perform other activities consistent with its charter. The Nominating Committee is appointed in September to nominate qualified candidates prior to Board elections.

Still other committees are possible. A nice thing about living here is we really do run ourselves. You are part of us. If you have an idea for a new committee, club or group, you can start it—or you can join others in existing committees. Either way, you *can* affect how Cherry Lake operates.

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## **Board of Directors**

The management of Cherry Lake includes management of our physical assets, money and other resources, contracts and liabilities. Your Board of Directors, made up of four unpaid volunteers, directs our affairs. They meet frequently to review and make decisions about our finances, common area maintenance, legal issues, committee proposals, and countless issues affecting us.

Our Board of Directors welcomes those who attend its regular meetings and is receptive to ideas and requests. They value your input.

Generally, Board members are elected after having gained experience and knowledge about our Association by having served on one or more committees. Committees are an excellent way to learn how we operate.

Each November at our Annual Meeting, we elect Directors for one-year terms. If you are an owner, you help decide who our four Board members will be.

If you have never been a member of a homeowners association, an important note: Our Board elections can affect you much more directly and significantly than most other Association or club elections you have participated in. Our Board is our business management body managing a budget, dealing with serious legal issues and making decisions affecting the value of real estate in our community. Our Board of Directors is not a social club. Please, elect it seriously and serve on it conscientiously.

Our Board of Directors, normally consisting of four elected volunteer homeowners, invites you to attend any of its regular Board meetings. Meeting dates are published in our newsletter and our website at [www.cherrylake.org](http://www.cherrylake.org). If you have a topic you would like to place on the agenda, please contact our Board President. If unable to attend a Board meeting, you may give or send a letter to any Board member. We look forward to seeing you at our meetings.

Our 2002-2003 Cherry Lake Homeowners Association Directors are:

Skip Donnell, President  
Joe Hofmeister, Vice President  
Ann Jacobs, Treasurer  
Nina Donnell, Secretary

You can contact any of these Directors by calling 888.293.2809 or log onto our website [www.cherrylake.org](http://www.cherrylake.org) and go to our "Contact Us" page.



## ***You and the Association***

*You are responsible for more than your home.* Your investment in the common interests of Cherry Lake obligates you to an equal share of responsibility for their management. Documents you received before purchasing your home informed you of those obligations and your decision to purchase should have been made in contemplation of serving on one or more committees or on the Board of Directors.

Though many of us have tremendous demands upon our time, none of us is exempt from these responsibilities or the consequences of neglecting our collective obligations. Many of those obligations are prescribed in our C&Rs, a document we are each legally bound to follow.



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## **Whom to contact**

### **General guidelines**

Occasionally, you may have a question or problem with which you need assistance. Generally, **if you own your home**, you should contact our Association President or appropriate Board or committee member. Telephone numbers are on the Residents' Handbook Supplement sheet you received with this booklet, updated periodically. **If you rent your home**, you should contact your Rental Manager or the person from whom you rented your home.

### **About payments**

We all pay dues or rental fees regularly. Just as individual households have expenses, collectively we have ours. Whether you are an owner or renter, please make your payments promptly.

**Renters:** Every month or as previously arranged, you send your rent payment to your Rental Manager or person from whom you rented your home.

**Owners:** Each year you make out a check for dues payable to "Cherry Lake Homeowners Association." Send your dues to P.O. Box 29253, Indianapolis, Indiana 46229. Should you have questions about charges on your statement, please call our Secretary at 888.293.2809 or by email at [secretary@cherrylake.org](mailto:secretary@cherrylake.org).

Note, any dues statement you receive *is not a bill*, but rather a statement sent for your convenience. The date your payment is due is not determined by when the statement is sent but rather is prescribed in our C&Rs. (See *Delinquency and Collection Policies and Practices*, below.)

### **Delinquency and collection policies and practices**

The following summarizes our Cherry Lake Delinquency and Collection Policies for homeowners: Annual assessments are due March 15<sup>th</sup> of each year and are delinquent if not received by the April 30<sup>th</sup>. In case of delinquencies, payments received are applied to the earliest accrued assessments first. A reasonable late charge equal to the greater of ten dollars or ten percent of the delinquent assessment or the maximum rate permitted under Indiana law shall be charged. Any delinquent assessment shall bear interest from the delinquency date at the rate of the greater of twelve percent per annum or the maximum rate permitted under Indiana law. The Association can also take legal action (suits, liens and foreclosure) to collect delinquent dues. Legal fees, court costs and the Association in enforcing payment of delinquent fees can collect interest.

## **To report security problems**

### **Fire**

**Dial 9-1-1.** Unless you can contain a fire *quickly*, call the fire department. Accidents happen, but if you delay out of fear or embarrassment, damage can be swift and extensive and we may all be affected.

### **Criminal activity**

Report burglaries, thefts, break-ins, vandalism, violence, abuse to facilities, etc., directly to the police. When life or property is in immediate peril, **dial 9-1-1**. For less urgent matters call the police department at its business number. Then call one of our Board members so our Board of Directors can be informed and we can warn others if appropriate.

### **Unauthorized parking**

Visitors should park only in unreserved parking spaces. In order to ensure adequate visitor parking, residents are asked to park in own drives.

In extreme cases where a vehicle has been illegally parked for an extended period or is blocking an access, or parked within 15 feet of a fire hydrant and the vehicle owner cannot be located, we may have the vehicle towed. Contact our Board President should you feel towing is the only viable recourse.

## **About neighbors and rules violations**

A tradeoff of the benefits of our high-density living environment is that some of our habits and behavior may affect others. By agreeing to a body of rules, we can minimize problems. But more importantly, we must all exercise tolerance and consideration for our neighbors.

If you ever feel you need relief from something your neighbor does, please approach and discuss it with him or her. Usually you will find your neighbor very understanding and cooperative. And if you are the one approached, please be as cooperative as you can. A homeowners association has obligations and considerable powers to enforce rules compliance. Exercising those powers can be much more unpleasant than cooperating to resolve your neighbor's problem.

Only as a last resort, if your neighbor is not cooperative and you feel you have been more than tolerant, contact our Association President.

## ***For approval to modify your home exterior***

The value of a home can be affected by the appearance of other homes nearby. Therefore, to protect our homeowners, lenders, and the City, our C&Rs provides for a system of review and approval for exterior changes that homeowners may wish to make to their properties.

Almost any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Review Committee. There are some exceptions. (See the lists of examples of improvements requiring approval, and those that do not, under *How to get approval of your project* in the *Architectural Review Process* section of this handbook.) To apply for approval, contact the Chairperson of the Architectural Review Committee or the Association President. Telephone numbers should be listed on the Residents' Handbook Supplement sheet you received with this booklet (updated periodically) and in our newsletters.

At the back of this document is an application form for your use, should you need to apply. On it, please include a complete description of the proposed changes and enclose detailed sketches, drawings, dimensions, and colors if appropriate. Attach additional pages if needed. Include all information the Committee will need to make a decision. Remember, if the committee should have to defer a decision because of inadequate information, your project may be delayed. For more information about the approval process, refer to the *Architectural Review Process* section later in this handbook.

## ***For Association government***

Contacts, addresses, and phone numbers for Management, Board, and committees are printed on the Residents' Handbook Supplement sheet supplied with this booklet and updated periodically.

If you have an item of general concern to the rest of us, please attend one of our regular Board meetings. Meeting dates are published in the newsletter and on our website at [www.cherrylake.org](http://www.cherrylake.org). Like you, Board members are residents and we all share many of the same interests. Let's get together and talk.

If it is impossible for you to attend a meeting, please contact us by other means. Although telephone numbers may be provided on the handbook supplement sheet or in our newsletter, the most effective way to be sure your non-emergency suggestions, complaints, or requests are brought to the attention of our Board is by writing them down. It may be gratifying to dial a telephone number and imagine a quick solution is imminent, but a note virtually guarantees attention. Copies can be distributed to Board members and management, and your note says what you mean—rather than what someone else might infer.

When you write your note, please *write unto others, as you would have them write unto you*. Board members are your neighbors—volunteers contributing their time for you. (Some day you may be one of them.)

Please give your note to a Board member or send it in care of our Secretary at P.O. Box 29253, Indianapolis, IN 46229.

## **Exterior maintenance**

You have probably seen a neighborhood where one home with neglected maintenance affected the appearance (and property values) of nearby homes. Our C&Rs protects our property values by requiring each of us to maintain in attractive condition the exteriors of our homes and of our landscaping.

Please keep the outside of your home clear of debris and do not store materials where they will be visible from the outside.

Each homeowner is responsible for the irrigation and maintenance of his or her yard. Please see the *Landscaping Guidelines* section of this handbook.

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## **Security**

### **Crime prevention**

An effective Crime Watch Program means each of us should know the people who live around us—so we can keep an eye out for each other.

So, meet neighbors you don't already know. You may wish to have an arrangement with a couple of neighbors you know and trust to exchange house keys for emergencies, to call the police should an alarm sound or should a suspicious person appear to loiter around yours or your neighbor's home.

One can always be friendly and ask a stranger if he "needs help finding someplace." Someone who belongs will appreciate your help. Someone who has ill intentions will know he's been noticed, is subject to being recognized if he does try something, and may leave.

Your awareness and healthy suspicion is essential to our Crime Watch Program. We are always in need of Block Captains; so if you have an extra hour, contact the BOD.

### **What you can do for yourself**

In some communities, after a rash of burglaries the victims and neighbors may approach the Board with requests for increased security patrols, fences, special gates, alarms, and so on. Certain measures can be taken by a Board that will provide cost-effective protections. However, after proposing options and requesting bids, an analysis often determines such options not to be cost-effective when compared with much more effective security measures each resident can take individually. Instead of raising everyone's dues to cover less effective general security, the less expensive but more effective solution (in addition to being an active participant in our Crime Watch program) is each homeowner making a one-time investment in quality security hardware.

Law enforcement officials have recommended locks with these characteristics:

- | Dead bolt throw should be at least one inch long.
- | The bolt should be constructed with a case hardened steel roller in the center. The roller will spin if someone attempts to saw through.
- | The cylinder guard should have a non-crushable, hard outer edge tapered or angled at approximately eleven degrees. This reduces the chance of a tool twisting off the lock. Some have a tapered outer ring that spins.
- | The case or trim should be solid brass, bronze or steel.
- | The exterior part of the lock (trim) should be connected to the inside portion with connecting rods (bolts) at least one-quarter inch in diameter.
- | The mechanism of the lock should contain a five-pin tumbler system.
- | The strike plates should be secured to your doorjamb with at least four screws, three-to-four inches long, anchoring securely into the wall stud.

The Association relaxes architectural controls to allow owners to equip front doors with any locks, deadbolts, or other common security devices without seeking ARC approval, so long as they are visually unobtrusive and do not significantly impact structures. If you have questions about security modifications you'd like to make, don't hesitate to call the chairperson of our Architectural Review Committee or our President.

Some other security precautions you can take:

- Install a home alarm system. You may wish to register your alarm with the police department so they will be able to contact you at work should your alarm sound.
- Use a locking pin in your sliding exterior doors.
- Engrave your personal property with your driver's license number. Photograph items you can't mark.
- Inventory your property, complete with serial numbers.
- Leave a light on or set a timer to turn on a light in the evening if you are away.
- Arrange to have a neighbor collect your mail and newspapers while you're gone.
- Don't leave a key under a doormat, flowerpot, or other common hiding place. If you wish to have a second key in case of becoming locked-out, consider trading keys with a neighbor you trust.

## **Fire**

We do have fire risk at Cherry Lake. Therefore, we bear special responsibilities to each other to minimize that risk.

- Test your smoke alarms periodically. Many of us have smoke alarms that are not connected to any centralized monitoring station. So if you hear a neighbor's alarm sound for more than a few seconds, please investigate.
- Keep at least two fire extinguishers in your home, one in the kitchen and at least one more in another strategic location. They should be suitable for extinguishing all types of fires, including oil and grease fires.
- We have fire hydrants located throughout the development.
- We count on each other to keep our homes free of fire hazards and to be *very careful!*

If you see any fire hazard, please call our Association President or other Board member. Accidents happen, but a delay in calling the fire department out of fear or embarrassment can cause significant damage under our circumstances. Unless you

can contain a kitchen or other fire *immediately*, **call the fire department at 9-1-1**. Please, we count on each other to protect our homes.

### ***Make sure we have your telephone number***

Please make sure we have your current day and night phone numbers. If something happens to your property or if an alarm goes off, someone may need to reach you. (Your phone number will not be given or sold to any business or charity to solicit you. It is for Association use *only*.) This is *not* a guarantee that we will call you should there ever be an emergency, but we would hate to be without your number should such a need arise.

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## ***Renting and selling by owner***

### ***Renting your home***

If you lease your home to someone, you are obligated to deliver to your lessee or renter a copy of the Association Rules not later than the commencement of his or her occupancy. (This booklet will satisfy the requirement to provide the Rules.) Within ten days of occupancy, you must deliver to the Association a letter certifying that a written lease or rental agreement has been executed, that it contains the language described below, and that the lessee or renter has received a copy of the Association Rules.

Any lease or rental agreement must include the following notice:

“The terms of this (lease or rental) agreement are subject to the provisions of the Rules, C&Rs, Articles, and Bylaws of Cherry Lake Homeowners Association and any applicable agreements between the Association and any of the Federal Agencies. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under this (lease or rental) agreement.”

You should understand that, should a renter violate rules or provisions of the C&Rs, the Association has no direct legal recourse against the renter, *but must pursue enforcement against you, the owner*. That is why preventing problems and close supervision of your property is so important.

If you rent or lease your home to someone or sell it, please notify our Association Secretary or President promptly after completion of the rental agreement or sale. We need to know new phone numbers and the address to which bills and notices should be sent.

### ***Selling your home***

Before selling your home, ensure that all exterior modifications to your home have been approved by the Architectural Review Committee. *Failure to disclose unapproved modifications to your buyer may expose you to legal liabilities.*

Please, ensure that your buyer receives the required copies of the Bylaws, Articles of Incorporation, C&Rs, Rules and most recent budget. You may have other disclosure obligations as well; consult with your real estate professional or attorney regarding them. Most of these documents should be available from our Association Secretary for a copying and clerical charge.

After selling your home, don't forget to notify our Association Secretary promptly so we can update our records.

The Association is not a legal party to transactions involved with your sale in the same way as your buyer, real estate, title, and mortgage companies; it is not bound by agreements among those parties. However, the Association is usually involved and tries to be helpful in providing requested information to those parties at reasonable fees.

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## **Insurance**

### ***Our insurance***

The Association normally maintains an association general liability insurance policy, casualty insurance for our common property and facilities, and directors and officers liability coverage. However, provisions of policies do change from time to time. If you are an owner, our Association Secretary or President can provide you with a more detailed description of current coverage at any time.

### ***Your insurance***

Of course, our insurance policy does not cover your home or personal property or liabilities. We *strongly* urge you to make sure you are adequately insured. If you rent your home, we recommend you have Renter's Insurance. If you are an owner and rent your home to someone, don't forget to ask your agent about extending the personal liability section of your policy to your rental home.

If you do not have insurance yet, please, pick up your phone, call your insurance agent and ask for advice about and a quote for appropriate insurance.



# Rules



A consequence of living in a high-density development is that some of our behavior may affect others. By agreeing to a body of rules we can minimize problems and maintain the value of our property and the pleasure of living at Cherry Lake.

No one makes rules for us. We make our rules and we do it following a procedure we adopted that ensures fairness and member participation. No benefit comes from having rules to enforce. Our benefit comes from everyone's knowledge of what the rules are and, more importantly and above any rule, exercising tolerance and consideration for our neighbors.

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## Vehicles

1. No vehicle shall travel faster than 25 miles per hour on the property.
2. To protect our homes and families, no vehicle is allowed to park with its wheels over a curb or sidewalk to reduce obstruction. *Any such vehicle may be towed at the owner's expense.*
3. In order to ensure adequate parking for our guests, residents shall park their vehicles in own drives. *A guest means* people visiting residents for no more than two weeks.
4. Except as noted below, only *conventional passenger vehicles* are permitted to park within Cherry Lake. This includes family sedans, compacts, subcompacts, station wagons, pick-up trucks without signage or mounted tools or equipment, pick-up trucks with shell not extending above the cab by more than one foot, and passenger vans with extended tops not extending above the top by more than six inches. Exceptions are vehicles of contractors actively providing services to residents.
5. No motorized vehicle, including but not limited to a car, truck, motorcycle or motorbike, may be parked on a sidewalk. The owner of a home whose occupant, visitor or contractor parks a vehicle on a sidewalk shall be responsible for the removal of any oil, stains, tire marks, or other substances left by the vehicle.
6. A resident's recreational vehicle or equipment may be parked in the resident's driveway on a non-recurring basis for no more than forty-eight hours. Recreational vehicles and equipment owned by guests temporarily visiting residents may be parked in the resident's driveway for no more than two weeks, provided prior written approval has been obtained from the Board. Recreational vehicles include trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes or other similar equipment or vehicles.
7. No noisy or smoky vehicles, off-road, or unlicensed vehicles shall be operated on the property.
8. No vehicle in disrepair for more than two weeks may be parked outside of a garage. No vehicle may be dismantled, rebuilt, repaired, serviced or repainted except within a closed garage. This shall not be deemed to prevent washing and polishing of vehicles in driveways.

**NOTICE:** Vehicles parked in violation of these rules or that are within fifteen feet of a fire hydrant may be towed away at owners expense.

In extreme cases where a vehicle has been illegally parked for an extended period and the vehicle owner cannot be located, we may have the vehicle towed. Contact our Board President should you feel towing is the only viable recourse.

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## **Pets and animals**

Drawn from rules common to many community associations, these rules should allow us to enjoy our pets without disturbing our neighbors.

1. The only animals allowed are spayed or neutered dogs, spayed or neutered cats or other common household pets.
2. Small birds, fish, reptiles or mammals are allowed (except as excluded above) as long as they do not exceed twelve inches in the largest linear dimension and are confined at all times within homes, in cages, aquariums, or terrariums which do not exceed a combined volume of ten cubic feet per household.
3. No animals may be bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board.
4. Dogs and cats must wear collars to which is attached a license tag and identification of their owners, including either a telephone number and/or address as stated in Indiana Code Sec. 531-202 (a).
5. Any animal not within a residence or otherwise physically confined, must be kept on a leash while in Cherry Lake.
6. Owners walking dogs shall be responsible for removal of waste left by their animals on the property.
7. Food may not be left outside for animals. Residents should keep outdoor garbage bin lids closed to prevent access by animals and to keep odor nuisance to a minimum.
8. No animal may be kept at Cherry Lake that results in a nuisance to other residents, as determined by Indiana Code Sec. 531-204 (a) and (b).
9. Nothing herein shall be interpreted to restrict owners from imposing further restrictions regarding animals in their respective homes when renting or leasing.

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## **Noise**

Showing consideration and respecting the needs of others for a peaceful environment enhances the pleasure of living at Cherry Lake.

1. Residents shall keep the volume of entertainment devices, musical instruments, and other sound equipment as well as voices to courtesy levels, as heard from outside their property bounds, so as not to interfere with the quiet enjoyment by others of their respective residences.
2. Entertainment devices brought outdoors onto common property should be kept at very low volume so as not to disturb others; use of headphones is strongly encouraged.

3. Residents are responsible to control pets that may create noise nuisances. Any animal that continues to cause a noise nuisance may be required to be permanently removed from Cherry Lake as stated in Indiana Code Sec. 531-204 (a) and (b).
4. Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns, and from any other machinery or devices is kept below nuisance levels, as determined by the Board. Residents shall be responsible to ensure their guests observe this.
5. Vehicle alarm systems are prohibited that are prone to false alarms or that emit audible signals to indicate status other than violation if such signals disturb other residents.
6. Owners of home alarm systems should become familiar with their security systems so as to minimize false alarms. They must ensure their systems comply with any City requirements for automatic shut-off.

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## **Hazardous Materials/Activities**

No resident may store or use hazardous, noxious, or illegal substances that could be a hazard, nuisance, annoyance, law violation, or could impact the insurability of the project.

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## **Signs**

For-Rent signs may be displayed only from inside windows. No such sign may exceed three square feet in size. For-Sale signs are limited to one's own property and to a type customary for homes in Indianapolis. Both types of signs must be muted in tone and color or otherwise unobtrusive. No other signs shall be displayed except as approved by the Board.

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## **Residential businesses**

Only unobtrusive types of businesses completely compatible with residential use may operate from a home at Cherry Lake. For example, a writer, artist, computer programmer, consultant, architect, graphic artist, or other individual who operates unobtrusively and in accordance with the following conditions may conduct business in his or her home.

Residents may operate only City-licensed, residential businesses in conformance with any restrictions for residential business imposed by the City of Indianapolis or other restrictions that the Board of Directors shall deem necessary to uniformly impose to preserve the residential character of the neighborhood and/or home. In short, the business must be *invisible*.

1. The business use must be clearly incidental and secondary to the residential use of the home.
2. The use shall not require any modification or alteration not customarily found in a home nor shall it be visible from a street or adjoining properties.
3. There must be no window display, advertising, sign or other identification of the home occupation on the premises.
4. The use will not materially increase vehicular or pedestrian traffic over that normally found in the neighborhood nor will any additional parking be needed or provided.
5. No noise, dirt, fumes, odor, vibration, etc., not normally appurtenant to residential use nor greater in intensity or duration than that customarily associated with a home shall be emitted as a result of the home occupation.
6. Not more than one commercial vehicle shall be permitted and this vehicle shall not exceed three-quarter ton rated capacity. Such vehicle shall not have commercial markings or signage. Such vehicle is subject to further restrictions as specified under Vehicle Rules.
7. The use shall not involve the storage of flammable, explosive or hazardous materials unless specifically approved by the Fire Department.
8. The business must not involve illegal substances or activities.

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## ***Owners renting or leasing***

Owners who rent or lease their homes should understand that, should their renters violate rules or provisions of the C&Rs, the Association usually has no direct legal recourse against the renter, but rather must pursue enforcement against the owner.

Other communities have experienced significant problems when owners attempted to manage their rentals themselves from distant cities. Inasmuch as owners bear responsibility for their renters' actions, they are encouraged to engage the services of a local professional management company or pursue other means to ensure good local supervision, protection of their property and compliance with our rules.

1. Any lease or rental agreement must be in writing.
2. Any lease or rental agreement must include the following notice:  
"The terms of this (lease or rental) agreement are subject to the provisions of the Rules, C&Rs, Articles, and Bylaws of Cherry Lake Homeowners Association. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under the (lease or rental agreement)."
3. Owners shall be responsible for assuring compliance by renters and lessees with the Rules, C&Rs, Articles, and Bylaws of Cherry Lake Homeowners Association.
4. Each owner must deliver to his lessee or renter a copy of the Association Rules no later than the commencement of lessee or renter's occupancy.
5. Within ten days of lessee's or renter's occupancy, an owner must deliver to the Association a letter certifying that a written lease or rental agreement has been executed, that it contains the language described above, and that the lessee or renter has received a copy of the Association Rules.

# *The architectural review process*



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## ***Why have a review process?***

The value of a home can be affected by the appearance of other homes nearby. The proximity of our homes to one another also bears increased risk of physical damage to foundations and structures from plants or from neglected drainage. The potential for such damage as well as impact to property values is enormous. Therefore, to protect our homeowners, lenders, and the City, our C&Rs (Covenants & Restrictions) provides for a system of review and approval for exterior changes homeowners wish to make to their properties.

The importance of abiding by the Review Process goes beyond our agreement to be legally bound by it when we purchased our homes. It can work only if we apply it fairly and uniformly when evaluating applications by our neighbors while serving as members of the Architectural Review Committee, and operating within the review process as applicants. The purpose of the system is not to impose unnecessary controls and restrictions, but rather to protect the value of one of the most important investments each of us will ever make—our homes.

In order to ensure fairness:

- Standards are created within a public process. They are introduced, discussed, and voted upon at open Architectural Review Committee and Board meetings.
- We strive for a sound basis for our standards—to be realistic, objective and defensible. Typically, standards are developed with input from the developer, standards from other homeowners associations, and residents knowledgeable about City requirements.
- The Board of Directors with approval of the City Planning Department can change standards with good cause.
- Passing an amendment by vote of membership can change some architectural restrictions imposed by our C&RS.
- A decision by the Architectural Review Committee may be appealed to the Board in writing within 15 days following the final decision of the Committee.
- Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance be granted by the Board. Such a variance is also subject to approval by the City Planning Department.

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## The Architectural Review Committee, the City and You

Volunteer members of our *Architectural Review Committee* are appointed by our Board. This Committee helps to develop and implement standards, procedures and policies that govern changes members may make to their property. Its members review proposed plans and approve or disapprove them based upon standards of style, exterior design, appearance, location, and C&Rs requirements. The Committee also assists homeowners and makes recommendations to help bring plans into compliance.

The City of Indianapolis approved Cherry Lake's development as a Planned Development. As required for Planned Developments, the City reviewed and approved all aspects of the project and requires that most exterior modifications by homeowners be reviewed and approved by them as well.

*Your role* is three-fold:

- | *First*, when contemplating any exterior property modification you are encouraged to familiarize yourself with this chapter of the handbook and Articles 4 and 5 of our C&Rs relating to architectural controls. It describes the basis for the controls, the charter for the Architectural Review Committee and the authority for enforcement.
- | *Second*, you will be working with the Architectural Review Committee to obtain approval for your application, and with the City, should your project require Planning Department approval or a building permit. The steps you will go through and the requirements for dealing with the Committee and the City are described later in this document or can be found at [www.cherrylake.org](http://www.cherrylake.org) on the "Important Documents" page
- | *Third*, your role with the Committee needn't be solely as an applicant. This is *your* Committee. Its members would like you to attend its meetings; they are interested in your ideas and your participation. Contact the Architectural Review Committee Chairperson for the dates and times of meetings. Should you wish to become a member of the Committee, contact the Association President. We are particularly interested in candidates with backgrounds in architecture, construction, horticulture, or related disciplines and neighborhood or municipal government. Simply a strong interest in these areas and a desire to learn may also be enough. The Committee is also a good place for someone to learn about how the Association works before becoming a Board member. Telephone numbers of Committee and Board contacts are published regularly in the association newsletter or can be found on the "Contact Us" page on our website at [www.cherrylake.org](http://www.cherrylake.org).

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## ***How to get approval for your project***

The following is intended primarily for owners. If you are renting your home, you will need to work with your Rental Manager or the owner of your home to effect exterior improvements since our Board is authorized to approve applications only from owners.

### ***When to apply for approval***

Approval from the Architectural Review Committee is required for almost any exterior modification. Generally, any building, fence, wall, structure, landscaping improvements that consist of predominantly hardscape materials located within the yard of any residence visible from any street, adjoining residence or community facilities must be approved by the Architectural Review Committee. No changes may be made to such things or to other exteriors without approval, except painting with the same color of paint as previously existed.

The Board also requires that an application be submitted for modification of an improvement, or *reconstruction* of an improvement that had been removed, dismantled or destroyed. If a standard has changed since previous approval, the Board may require that reconstruction, reassembly or modification brings the improvement into compliance with the new standard. It is the applicant's responsibility to request and examine architectural standards that apply to an improvement to be reconstructed, reassembled or modified.

**Approval is *important*.** Making a modification without Architectural Review Committee approval may result in changes having to be undone at the member's expense. Other Association remedies include but are not limited to filing a notice of non-conformance that may affect the salability of the property, with filing/clerical fees assessed to the homeowner, and injunctive relief with the homeowner paying attorney's fees and court costs. The City also has zoning code enforcement procedures.

Remember, you agreed to the terms of the C&Rs when you purchased your home and those terms mandate the Review and Approval process. Someday, when you take your turn on the Board, you will learn you *must* enforce architectural controls or expose yourself and all of us as an association to liability. Please don't put your neighbors in a position where they must ask you to remove something that hasn't been approved; they have no choice. You do.

In order to help you determine if a contemplated project requires approval, some examples are listed below. If, after reviewing the examples, you are still unsure as to whether you need apply to have your project approved, it is better to apply.

### ***Examples of alterations not normally permitted***

- Window additions or coverings that are not muted in tone and color
- Window air conditioners
- Greenhouses
- Structures on common property
- Window awnings visible from any common area or neighboring property
- Painting exterior surfaces other than with the original colors

- Garbage can structures outside of rear/side yard fence enclosure
- Changes to driveways not specifically covered in the Architectural Standards

### ***Examples of alterations requiring approval***

- Planting by residents on common property
- Changes that may affect drainage
- Modifications to steps or walkways
- Storage sheds
- Additions or changes to fences and gates
- Awnings (that are not precluded above)
- Decks and patios
- Gazebos
- Swimming pools
- Water fixtures such as fountains, waterscapes, spas and hot tubs
- Solar panels
- Any external structure visible from any street, adjoining residence or common area

### ***Examples of alterations not requiring approval***

Though the following normally will not require application and approval, the Architectural Review Committee reserves the right to require approval should it determine a problem exists or might exist:

- Repair or reconstruction of fences, walls or mailboxes to original, as-built condition.
- Temporary holiday decorations in place for less than 30 days.
- General plant landscaping not otherwise restricted above (or under *Landscaping* later in this handbook) is understood to be approved, provided it meets all other requirements and is compatible with the character of the neighborhood, with the following exceptions:
  - Plants that may cause foundation damage, exterior damage or prevent maintenance to structures or interfere with easements.
  - Plants large enough to encroach on neighbors' living space or affect shading of neighbor's property will require approval.

For general tree and plant considerations, see *Landscaping* later in this handbook.

### ***How to apply for approval***

Should you wish to make an exterior change for which an application is required, this is what you should do:

1. Applicants are encouraged to discuss their projects with their neighbors early in the planning stages to explore and resolve potential problems before expending significant time preparing a plan and application. Although permission from neighbors is not required for approval, the purpose of the approval process is to avoid problems and detrimental impact on neighbors. The Architectural Review Committee when evaluating your application will consider such impact.
2. Complete and submit to the Architectural Review Committee the form entitled *Application for Exterior Home Improvements* located in the back of this booklet.



3. Make a scale drawing(s) of your proposed project. Include top (plan) and side (elevation) views as necessary to clearly establish proposed location, elevation and construction detail of your modification. Your drawing should also include existing structures and boundaries where necessary to indicate relative location.
4. Submit both copies of your completed application and two (2) copies of your scale drawing(s) to the Architectural Review Committee. You may send them to the current Association address, or simply give them to the chairperson of the Architectural Review Committee or to the Association President. Normally, an application fee is not required.
5. You will receive back a copy of your application with the bottom portion completed by a member of the Architectural Review Committee or the Board President. This copy serves as your receipt and documents the date your application was received. A receipt for your application doesn't necessarily indicate it is complete. Should it later be determined that additional information is required, the application will not be deemed complete until such information has been received by the Committee.
6. The Architectural Review Committee will approve or disapprove your plans and specifications within 30 days of receipt of a completed application. If disapproved, you may modify your plans to conform to Architectural Standards, and resubmit. Or you may appeal the Architectural Review Committee decision in writing to the Board of Directors within 15 days of the decision.
7. After approval, it is your responsibility to take your form and your plans to the Indianapolis Planning and Building Departments at City Hall. The Planning Department will check your plans for conformance to the Master Plan. The Building Department will review your plans for structural, fire, life, safety and other issues before issuing any required permits.
8. After you have received your permits, please notify the Architectural Review Committee Chairperson or Board President that you have your permits.

The Architectural Review Committee may review the finished project to confirm that your improvement does comply with your approved plan and conditions. You must correct any deficiencies as determined by the Committee. You are responsible for upkeep and maintenance of the improvement within acceptable standards as determined by the Committee and Board.

Most improvements members are likely to make are covered by one or more of the standards listed under Architectural Design Standards, below. However, if your desired improvement is not covered, you should still apply to the Committee. The Committee may

- provide you with an applicable standard approved since this manual was printed.
- sponsor development of a new standard to be approved by the Board and City for incorporation into our architectural Master Plan (Architectural Standards).
- submit your plan to the Board to be considered as a variance.

It is perfectly acceptable for a member who wishes to construct a non-standard improvement to propose a new standard for consideration. A well-considered, thoughtful, written proposal, consistent with our Standards and Review Objectives described below under *Architectural Standards*, that addresses our common interests as well as yours, may shorten substantially the time needed for the Committee to refine and the Board to approve a new standard that applies to your project, thus expediting approval of your project. It will also help your neighbors by giving us a new standard for like projects.

# Architectural standards



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## Authority

Principal provisions of our C&Rs relating to architectural standards and control issues are included within Articles 4 & 5.

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## Standards and review objectives

Objectives for design and review standards were adapted for Cherry Lake from objectives recommended by the American Institute of Architects publication, *Design Review Boards*.

- **Landscape and Environment Protection.** To prevent the unnecessary destruction or blighting of the achieved environment.
- **Relationship of Structures and Open Spaces.** To ascertain that the treatment of built-up and open spaces is designed so that they relate harmoniously to the terrain and to existing structures that have a visual relationship to the proposed structures.
- **Protection of Neighbors.** To protect neighboring owners and users by ensuring that reasonable provision has been made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design that may have substantial effects on neighboring property.
- **Circulation and Easements.** To determine that the proposed improvement facilitates appropriate access, servicing and maintenance, and protection of easements.

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## Creation of standards

Standards are used by the Architectural Review Committee when evaluating applications. Decisions by that body are findings based upon the standards.

Although normally proposed by members of the Architectural Review Committee, any member may propose an architectural standard, consistent with our Standards and Review Objectives. A proposed standard may be considered by the Committee and evaluated for merit. It may be rejected, or language altered and refined before being submitted to the Board of Directors for review and possible further modification. Should the Board wish to adopt the standard, it will then publish notice of the standard in the newsletter or by other means to solicit comments from membership. Not less than two

weeks following such publishing, a hearing will be held on the proposed standard. Following the hearing, it may be adopted by the Board, possibly with modifications as determined from the hearing.

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## **Architectural design standards**

Nothing in these standards should be construed as a specification for purposes of conformance with City or State regulation, safety or protection of property.

### **Definitions**

In the standards that follow,

**As-built** refers to a condition that existed at the completion of original construction by the developer.

**Height** is relative to original, as-built average grade immediately under the improvement, unless otherwise specified within a standard.

**Landscape** shall mean lawns and gardens and their elements consisting of bushes, trees, flowers and any other plants, soil contour and hardscape improvements.

**Hardscape** shall mean non-organic landscaping material(s) including but not limited to cement, brick, flagstone, aggregate, rock and gravel.

**Front Landscape Profile Area** is that area directly in front of a home, excluding driveway, porch and porch steps, used to determine the maximum permissible area for front yard hardscape improvements. Specifically, it is that area bounded by the front of the home (the side with the front door), the front sidewalk or curb, and lines perpendicular to the front of the home drawn from the outermost siding of the home to the sidewalk or curb. Maximum permissible front yard and garden hardscape is a percentage of the Front Landscape Profile Area.

**Fence** shall mean a freestanding divider constructed of vertical redwood or pressure treated fir, cedar or other approved wood enclosing the rear and side yards of a residence.

**Wall** shall mean a masonry sound wall that bounds one side of some yards.

**Structure** shall mean construction such as a deck, trellis, arbor, gazebo, shed, hot tub, pool, play structure, permanent barbecue or other improvement not otherwise considered hardscape.

**Permanent Structure** is any structure anchored to the ground or to another structure with nails, screws, brackets, concrete, buried supports, root systems, or by any other means, or is sufficiently heavy or massive as to render the improvement not readily moveable. Any structure or improvement in an easement area must be moved out of the easement area upon request by the owner of the dwelling burdened by the easement.

**Temporary Structure** is any structure not physically anchored to the ground or attached to another structure or otherwise incapable of being readily moved.

### **Dimensions**

Dimensions and distances in these standards were determined with consideration for visibility, ensuring margin for maintenance to adjacent fences, walls and dwellings, preservation of drainage and minimizing potential for noise, and protection of rights granted by the C&Rs to homeowners burdened by easements.

## **Drainage**

Good drainage must be maintained to avoid damage to our homes and common structures. No change shall be made that is detrimental to drainage from any residential or common area site. Improvements must not place additional drainage burden on a neighboring lot or upon common area.

A minimum slope of one percent is required for all hardscaped surfaces such as patios, and improvements made with concrete, brick, flagstone, and similar materials. Continuous hardscape, such as sidewalks, may not be closer than eighteen inches to walls or fences or neighboring dwellings. A minimum of two percent slope is required for soil, lawns, gardens, and other landscape. Grade must be maintained to channel water away from dwellings and toward drains. New drains and drainage channels must be installed, if necessary, to ensure positive drainage. Gutters and drains must be maintained to ensure flow is not obstructed.

Maintenance of drainage includes keeping drainage systems from clogging and ensuring that water flows freely through any drain. This is especially important since your neighbor's house may be affected by drainage from your lot.

## **Structures**

### **Colors**

Paint colors on structures must be the original colors used, unless otherwise approved by the Architectural Review Committee. Natural wood colors compatible with fences and shake roofs, and light earth-tones may also be approved for some improvements.

### **Materials**

Acceptable construction materials include cedar, redwood (*clear or heart* redwood recommended), pressure-treated douglas fir, other wood specifically warranted in writing to be suitable for prolonged outdoor exposure, and siding similar to that used on our homes. Metal, fiber glass and plastic normally are not approved unless specified within a standard, though metal may be used for flashing and bracing.

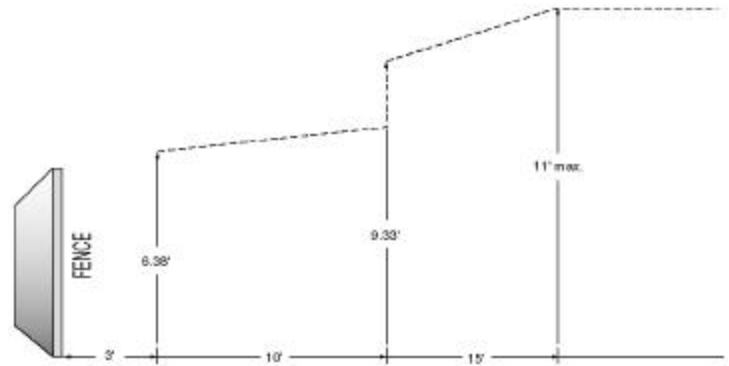
### **Proximity to other structures**

Unless otherwise specified within a standard, the following apply with respect to proximity of a structure to other structures: No structure may be attached to a dwelling or fence. No structure may extend closer than twelve inches to a masonry wall. No structure shall be built to extend closer than three feet to a fence or to a neighboring dwelling, subject to any additional restrictions imposed by our C&Rs that prohibits any *permanent* structure in an easement area. Any structure in the easement area must be moved out of the easement area upon request by the owner of the dwelling burdened by the easement. No structure may be located where it would preclude access to a dwelling or structure for maintenance.

### Maximum height of structures

To preserve privacy, no walking surface may be higher than nine inches above as-built grade at any point closer than six feet to a fence.

Maximum height for a structure may be specified within its design standard. Otherwise, the maximum height will be determined by its distance from the nearest fence using one of the following formulas. These formulas describe a visibility envelope, illustrated in the figure below:



- Less than 10 feet from nearest fence:  
(distance in feet x 0.125) + 6
- 10 feet or more from nearest fence:  
(distance in feet x 0.333) + 6

For example

a point three feet from the fence line may be  
 $(3 \times .125) + 6 = 6.375$  feet = 6 feet, 5 inches high

a point 14 feet from the fence line may be  
 $(14 \times .333) + 6 = 10.66$  feet = 10 feet, 8 inches high

Other heights as a function of distance are as follows:

| Distance from Fence (feet) | Maximum Height (feet) |
|----------------------------|-----------------------|
| 3                          | 6.375                 |
| 4                          | 6.5                   |
| 6                          | 6.75                  |
| 8                          | 7                     |
| 10                         | 9.33                  |
| 12                         | 10                    |
| 14                         | 10.67                 |
| 15 and greater             | 11                    |

### Back yard and side yard hardscape

Maximum coverage by the total of all hardscape shall not exceed seventy-five percent of the area bounded by the original rear and side fence and wall enclosures. It is the applicant's responsibility to provide relevant measurements and computations, and approval is conditioned upon their accuracy. Unless otherwise specified within a standard, hardscape may not be closer than eighteen inches to walls or fences or neighboring dwellings. No hardscape walking surface within an easement area may be higher than three inches above as-built grade. At least one percent slope must be

ensured and drain systems must be installed in hardscape as necessary to maintain drainage as described under *Drainage*, above.

### **Respect of easement**

No permanent improvement other than landscaping (landscaping includes hardscaping) shall be constructed in an easement area or be attached to a dwelling belonging to another lot. No condition may be created that will hinder a homeowner burdened by an easement from access to his or her home. Applicant is responsible to represent the easement area on plans submitted and approval is conditioned upon accuracy of them.

### **General**

No improvements or additions are permitted to fences or walls or to areas outside of the enclosed yards except for

- landscaping. Application is required for all hardscaping and for removing or adding trees, unless replacing with another of the same species. Should a replacement tree be of a species capable of being cultivated as a bush, it must be cultivated as a tree.
- front yard and garden hardscape, by application and conforming to the *Front Yard and Garden Hardscape* standards.

No modifications that increase the footprint of a dwelling are permitted. Any improvement that changes the elevation of a dwelling must be approved.

Unless specifically indicated within a standard, all improvement structures shall be freestanding, detached from buildings, walls and fences.

All improvements, as well as existing structures and landscaping, shall be maintained in good repair and attractive condition, as determined by the Architectural Review Committee and Board of Directors as provided in C&Rs Article 4 & 5.

Because of the potential for nuisance with some types of improvements, the Board of Directors may regulate times of the day a spa, hot tub, fountain, play structure, outdoor lighting, insect extermination device, or other improvement may be used should use disturb residents on neighboring lots.

No addition shall prevent proper function of dryer vents, foundation vents, or gutters and downspouts.

Impact of construction activity may be considered in the review process.

### **Specific improvements**

#### **Sun screens**

A sun screen or shade must be muted in tone and color as determined by the Board. It may be bamboo or other material and shall be of a color that is compatible with the trim or structure upon which it is mounted, as determined by the Board. An undeployed, rolled shade must be mounted and concealed behind a board painted to match the trim or structure to which it is attached, so as to be unobtrusive. A sun shade normally must be undeployed and concealed; it may be deployed only when necessary to screen windows or doors from direct sunlight.

## **Screen doors**

Addition of a screen door may be approved only for a side entrance. It must be white in color. A photograph, drawing or other illustration is required by the Committee for approval.

## **Exterior lighting**

No changes to exterior lighting are permitted outside the fence-enclosed rear and side yards. Exterior lighting may be installed only within the fenced rear or side yard. A light may be mounted to the home exterior at or below the height at which the original back yard light was affixed. It may also be mounted upon another approved structure, not higher than the top of the lowest fence enclosing the yard. It must be directed so as not to interfere with, or be a nuisance to adjacent properties or common area. Lighting must be UL-approved for outdoor use and installed in compliance with electrical code and to sound construction standards so as not to present a shock, fire or other hazard.

## **Decking**

A deck may be no higher than the finished floor of the home. It may not extend closer than three feet to a fence, or within the easement area of a neighboring dwelling, or closer than eighteen inches to a masonry wall. To preserve privacy, a deck surface may be no higher than nine inches at any point closer than six feet to a fence. Maximum permitted area to be covered by a deck is seventy-five percent of the area bounded by the original rear and side fence and wall enclosures. It is the applicant's responsibility to provide relevant measurements and computations, and approval is conditioned upon their accuracy.

Decks should be constructed of surface boards at least 2" x 4". Unless beams are positioned directly on pier blocks, concrete footings or precast concrete pier blocks, 14" x 14" with 4" x 4" posts shall be used. Width between girders shall not exceed 40 inches.

Adequate spacing should be allowed between decking boards to ensure adequate drainage to the ground beneath and to prevent dry rot from moisture trapped between boards.

Only those materials listed under *Materials* above may be used.

## **Patios**

A patio may be constructed of concrete, brick, flagstone, tiles and/or pavers. It may be no higher than twelve inches above grade. It may not extend closer than eighteen inches to a fence, masonry wall, or neighboring dwelling. To preserve privacy, a patio surface may be no higher than nine inches above grade at any point closer than six feet to a fence.

Patios must be constructed with a slope as described under *Drainage*, above. For large patios or those otherwise placing significant drainage burden on surrounding landscape, slope should be used to guide water to one or more drains located within the hardscape that ensures positive drainage from the property.

Maximum permitted area covered by a patio is governed by the standard for all hardscape described above under *Back Yard and Side Yard Hardscape*.

### **Hot tubs and spas**

Spas and hot tubs will be permitted only in rear yards and in compliance with all City and State codes and regulations. The top of a hot tub or spa may not exceed three-and-a-half feet above local grade, although a spa or hot tub may be located within or under a taller structure. It must not be located closer than ten feet to any dwelling or three feet to any fence. Its owner must ensure there will be no leakage or splash that could affect drainage, landscaping or structures.

No noise may be generated by the equipment that exceeds 50 db (A) as measured from neighboring property. All appurtenant electrical, plumbing and mechanical equipment must be screened from view from neighboring property and common area.

### **Gazebos**

Maximum height of a Gazebo is determined as indicated above under *Maximum Height of Structures*. No gazebo shall be constructed or placed on any lot within eight feet of any fence. No gazebo may exceed one hundred square feet in area. The applicant may be required to provide landscape planting that, when mature, can be expected to substantially screen the gazebo from the first story view of adjacent properties as well as from pedestrians on common area.

### **Fountains, bird baths and waterscapes**

A fountain, bird bath or waterscape may be located in a rear yard. No stream of water may exceed five feet above grade. It must be maintained so as to prevent offensive odors, mosquitos, noise, or other nuisance. It must not be located closer than ten feet to any dwelling or three feet to any fence. Its owner must ensure there will be no leakage or splash that could affect drainage, landscaping or structures. No waterscape shall contain more than 100 gallons of water in its system. The applicant shall provide a calculation of water volume in plans submitted for approval of any water improvement to contain more than ten gallons. Plumbing and electrical permits could be required; check with the City Building Department.

### **Benches**

A bench may be constructed of concrete or other material as described under *Materials*, above. It may be located in an enclosed rear or side yard. No part of a bench should extend closer than eighteen inches to a wall or fence, or closer than three feet to a neighboring dwelling.

### **Central air conditioners**

Outside components must be placed on a level, sturdy concrete pad at least three inches above grade on the ground in the rear yard. Consideration may be given by the Architectural Review Committee to proximity to windows, particularly of a neighboring dwelling. An air conditioner must be installed in accordance with all applicable code and must conform to City standards limiting sound for stationery equipment.



## Sheds

No shed shall exceed the height computed under *Maximum Height of Structures*, discussed above, subject to a maximum of seven feet in height. No shed shall be located within three feet of a fence or within the easement area of a neighboring dwelling. It may be no closer than twelve inches to an original concrete sound wall. It may be attached to the primary dwelling for stability. It should not occupy more than thirty-two square feet at its base.

A shed shall be constructed using materials as described above under *Materials*. A metal exterior may also be approved provided no cross-supports, beams, bars or other support members are visible. A shed shall be painted as described under *Colors*.

No shed may be used to shelter an animal.

## Children's play and recreational structures

These structures may not exceed seven-and-a-half feet in height. Structures must be set back from fences a minimum of six feet. Color must be compatible with our standard trim color, or the house color, or an earth-tone compatible with fencing, or other muted color approved by the Architectural Review Committee.

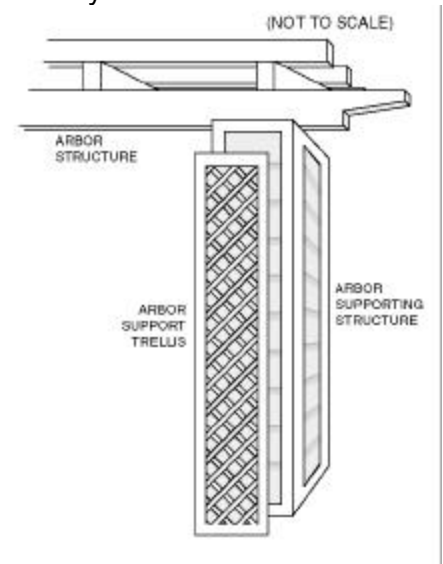
## Trellises

Two types of trellis's are permitted:

- arbor-support trellis
- free-standing trellis, for an enclosed back- or side-yard only

An *arbor-support* trellis may be erected to train a climbing plant up to an arbor structure. Such arbor structure may be one originally constructed as part of a Cherry Lake home or constructed in accordance with the approved Cherry Lake standard for arbor structures. Width of an arbor-support trellis should be no greater than the vertical arbor supporting structure to which it is attached and it should not extend beyond the top of the arbor structure. It must not extend more than six inches from the supporting structure. The lattice should be constructed of crossed redwood or cedar slats.

Frame is optional but recommended to keep the lattice from warping. The trellis must be firmly attached at top and bottom with nails or screws—mounted vertically rather than simply leaned against the supporting structure. There should be no more than one such trellis attached to an arbor support structure. A trellis in the front of a home should not be located on the side of the arbor supporting structure facing the street nearest it. An arbor-support trellis must be painted our standard trim color.



A *free-standing* trellis must be constructed of redwood, pressure-treated douglas fir, or other material approved by the Architectural Review Committee as visually and structurally compatible with existing backyard redwood fences. No trellis may exceed seven feet in height. As implied, a free-standing trellis may not be attached to a fence, dwelling or other structure. It may not extend closer than three feet to a fence or closer than eighteen inches to a masonry wall. No plant growing from any trellis shall be permitted to touch a neighboring dwelling or fence. Irrigation of such plants must be controlled and soil grade maintained so as to protect a neighboring dwelling or other structure from moisture accumulating near the foundation or supporting posts.

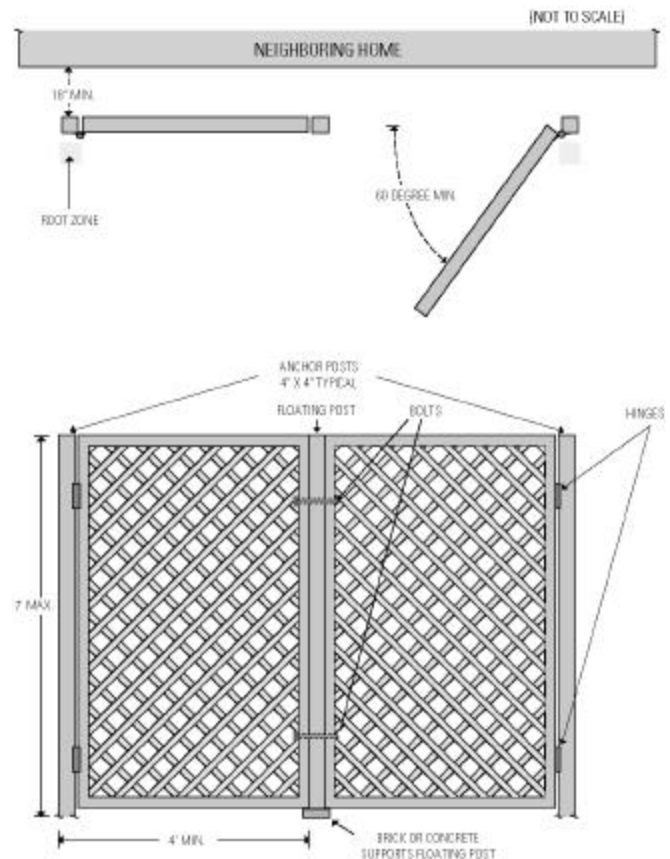
A free-standing trellis may not extend within the easement area of a neighboring dwelling unless constructed in accordance with the following specification (see figure) or of other design approved by the Architectural Review Committee that enables the homeowner of the neighboring dwelling to have good access for maintaining the home. Upon the condition that construction allows such access, comparable with that permitted by other types of landscaping, a trellis so constructed will be considered landscaping

No part of a free-standing trellis in an easement area may be closer than eighteen inches to a neighboring dwelling. Each lattice panel must be hinged vertically on one side so as to enable it to swing away from the neighboring dwelling, like a door. Posts should be at least four inches by four inches and must be no closer than four feet to one another. Any plant growing against the trellis must be planted such that its root system is located adjacent to an articulating hinge and cultivated so as always to allow the lattice panel to swing at least sixty degrees away from the plain of the structure.

No plant shall be allowed to grow into an adjacent panel if doing so prevents a panel from opening, nor shall any other condition exist that would prevent any panel from being opened as specified above to enable good maintenance access to a home.

## Gates

A home may have a gate installed in a picket fences. A gate must be structurally compatible with the fence and painted to match the fence.



## Cross fences

An interior cross fence may be constructed between a dwelling and original fence to separate a back yard from a side yard. Only one cross fence is permitted per lot and must be in a side yard within the area bounded by the original rear and side yard fences. It must not be located within an easement area.

A cross fence must be of like construction design and materials as the original fence it adjoins. It must be perpendicular to the original fence and the side of the dwelling. A cross fence may not be connected to a dwelling.

Any gate opening in a cross fence must be at least three feet in width. When opened, the gate must not mechanically conflict with any other structure or with another gate, whether opened or closed.

## Front yard and garden hardscape

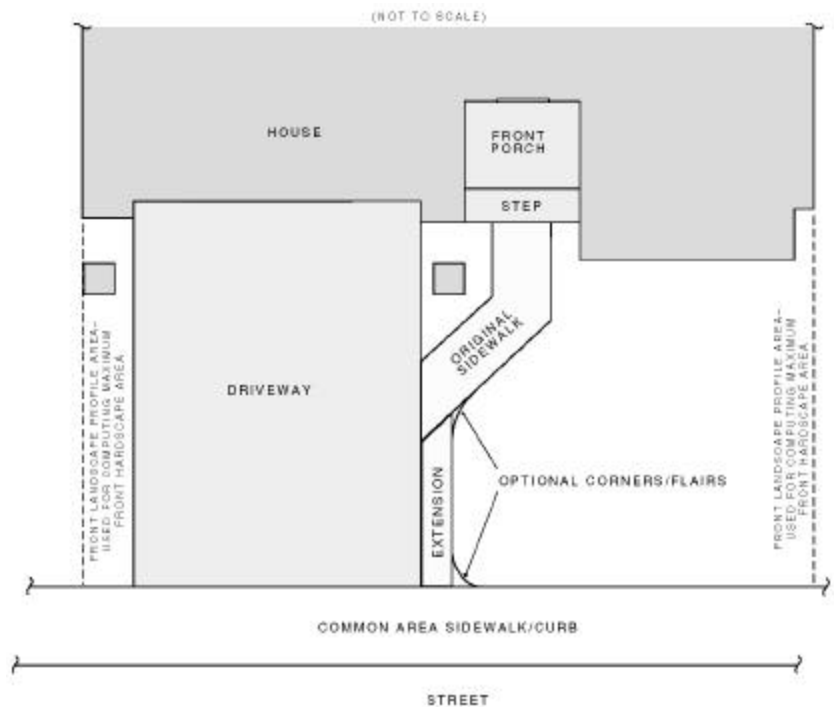
Approved materials for front yard and garden hardscape are concrete, brick, flagstone, and aggregate. Pavers may be used in garden areas. Other material must be approved by the Board. Color of materials must be neutral or muted earth tones so as to be visually unobtrusive.

Front sidewalk and sidewalk extensions are the only hardscape improvements allowed outside of the garden areas.

In order to preserve lawn and garden area visible from common areas, the total area covered by hardscape outside of the enclosed rear and side yard(s) may not exceed twenty percent of the Front Landscape Profile Area. (See definition under *Definitions*.)

This is that area (excluding the porch, porch step(s) and driveway) bounded by the front of the home (the side with the front door), the front sidewalk or curb, and lines perpendicular to the front of the home drawn from the outermost siding of the home to the sidewalk or curb. (See figure.)

Hardscape area for specific improvements may be further limited within applicable standards or should the Board or Architectural Review Committee determine that potential exists for compromise to drainage, safety, protection of property, scale or esthetics. It is the applicant's responsibility to provide relevant measurements and area computations for area-limited improvements and approval is conditioned upon their accuracy.



The front porch, porch step(s), driveway, and hardscape enclosed within preexisting picket fences are excluded when computing the area limit and from the total of hardscaped area for compliance with the area limit.

The description of the Front Landscape Profile Area should not be taken to mean that hardscape improvements must be confined to that area.

### ***Reconstruction of front porch, steps and sidewalk***

A porch, steps or sidewalk may be constructed of any of the materials listed under Front Yard and Garden Hardscape, above. Area of a front sidewalk is limited by the area limit for front yard hardscape, described above. The permitted area as well as its configuration may be further limited by the Board or Architectural Review Committee should it determine potential exists for compromise to drainage, safety, protection of property, scale or esthetics.

### ***Front sidewalk extensions***

Only those sidewalks that run between a front porch and that terminate on the side of a driveway (not terminating on a common-area sidewalk) may be extended. A sidewalk extension must adjoin the side of a driveway. (See figure.) It must be constructed of the same material and have the same appearance as the rest of the front yard sidewalk. The width of a sidewalk extension shall not be greater than thirty inches, except as indicated by the following: If the closest edge of a Christy box or utility box case, as originally placed into the lawn by the developer, is within thirty-three inches of the driveway, the sidewalk extension width shall be limited to maintain a distance of three inches from the box case. An exception would be allowed if the farthest edge of a box is within thirty-three inches of the driveway, in which case the sidewalk extension width may be three inches past that edge of the box case, up to a maximum width of thirty-six inches.

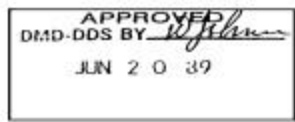
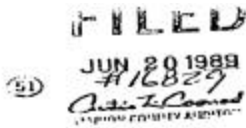
Corners may be rounded and flair corners may be added where the sidewalk extension joins the original private sidewalk or common area sidewalk. (See figure.) The radius of a corner or flair may not exceed twenty-four inches. A flair or corner is not included in computing the sidewalk width for compliance with the width restriction.

### ***Front garden walkway***

Walkways are permitted within the front garden area. Spaced pavers are recommended for this, however, walkways may be constructed using concrete, brick, flagstone, or aggregate. Other materials also may be approved that are visually unobtrusive and suitable for the purpose. Width of a walkway may not exceed thirty-six inches. In order to promote drainage and to minimize visual profile, the walking surface may be no higher than one inch above grade. Where drainage may be impaired, drains or other means must be provided to permit positive drainage away from the home.

***Walkways behind picket fences***

Because walkways within picket fences normally will be close to and run alongside a home, particular attention must be given to drainage. Therefore, spaced pavers are recommended. Alternatively, provision must be made to prevent water from accumulating between a sidewalk and the home—to permit positive drainage away from the home. A sidewalk may be constructed using concrete, brick, flagstone or aggregate. Other materials also may be approved that are visually unobtrusive and suitable for the purpose. Such a walkway may be no wider than thirty-six inches and no higher than two inches above grade.



89-58836



DECLARATION OF COVENANTS AND RESTRICTIONS  
Cherry Lake Section 1-9

This Declaration made this 20TH day of JUNE I 1989 by Cherry Lake Development Corp.

WITNESSETH,

WIIEREAS, the following facts are true,

- A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, upon which Declarant may, but is not obligated to, construct residential facilities.
- B. Declarant desires to provide for the preservation and enhancement of the property values in Cherry Lake, and to this end desires to subject the Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and compliment of the lands in the Property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole, All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such Restrictions, and shall injure to the benefit of the Declarant and every one of the Declarant's successors in title to the Property or any part or parts thereof.

- 1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
  - a. "D.M.D" means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration.
  - b. "Declarant" means Cherry Lake Development Corp, the owner of the Property at the time of the recording of this Declaration, its successors and assigns in its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of the Declarant).
  - c. "Cherry Lake" means the name of the Declarant's development of which the Property is a part thereof.
  - d. "Owner" means every person or persons or entity or entities who is the record owner of a fee or undivided fee interest in the Property, their heirs, successors, legal representatives or assignee.
  - e. "Property" means the real estate described on sheet 1 of 2.

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BETH O'LAUGHLIN  
MARION COUNTY RECORDER

- f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.
2. Declaration. Declarant hereby expressly declares that the Property be held, transferred, sold, conveyed and occupied subject to the Restrictions.
3. Utility easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the Property, to be perpetual hereof, from the date of this instrument by the Declarant, its successors and assignees, full right and authority to lay, operate and maintain such drainage, electrical lines, communications lines (which shall include cable TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, Declarant shall restore the disturbed areas as nearly as possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.
4. Plans, Specification and Locations of Buildings. No building or structure of any kind, including but not in limitation thereof, additions, alterations, fences, screens, walls, mini-barns, outbuildings, above-ground and ground surface swimming pools and decks, patios, dog runs or dog houses shall be erected or altered on the Property until the plans and specifications, location and three plot plans thereof, in detail and to scale, shall have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit. Approval of plans shall be designated on two site plans and returned to the builder for purposes of obtaining an Improvement Location Permit from D.M.D

All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained as landscaped areas and shall be maintained in tile pavement edge of any abutting streets.

5. Use and Size Restrictions. No use shall be permitted on the Property other than the uses permitted in the D-3 (Dwellings District) Zoning Ordinance of Marion County, Indiana. No one-story house shall be erected on any lot in this addition having a main floor area of less than nine hundred (900) square feet with one or two-car attached garage and paved drive, and no residence with more than one story shall have a main floor area of less than six hundred sixty (660) square feet with a one or two-car attached garage and paved drive. Open porches, patios, garage and basements shall be excluded in the computation of main floor area.
6. Signs. No billboards or advertising signs of any character shall be exhibited in any way or above the Property or any part hereof or on any improvement thereon without the written approval of Declarant except one professional sign not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the parcel for sale or rent.

7. Setback Lines. Front building setback lines are hereby established on this plat. No building shall be erected or maintained between the established setback lines and the property lines of the street.

No residence or attached accessory building shall be erected closer to the side of any lot than six (6) feet, with a total aggregate of sixteen (16) feet at the building line, whichever is the lesser, except fences, no shall any residence or attached accessory building be erected closer than twenty (20) feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

8. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant. No outside antennas, poles, mast, solar panels or towers shall be permitted unless approved in writing by Declarant, and in no event shall such structures extend more than five (5) feet above the highest point of the roof.
9. Accessory or Temporary Buildings. No trailers or tents and no accessory or temporary buildings or structures shall be permitted upon any lot within the Property excepting temporary mobile structures and parking for construction and marketing purposes.
10. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties.
11. Maintenance of Premises. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declaration or D.M.D. to cut weeds or clear the refuse from the land at the expense of the Owner, and there shall be a lien against the said land for the expense thereof.
12. Nuisances. No nuisance shall be permitted to exist or operate upon the property.
13. Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of rounded property corner, from the intersection of the street lines extended. The same sight limitations shall apply to any lot within ten (10) feet from the intersection of the street line with the edge of a driveway pavement or alley lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. Lot Access. All lots shall be accessed from the interior streets of this subdivision. No direct lot access is permitted from 30th street.
15. Boats, Trucks, Etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than eight (8) hours unless fully enclosed inside a building.
16. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from the street or adjacent lots except on days of collection.
17. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed unless screened from view of public streets and adjoining property owners.



18. Animals. No farm animals, fowl or domestic animals for commercial purposes shall be permitted on the Property. General recognized house pets are permitted in reasonable numbers. All pets when outside must be kept under control by their owners and must not become a nuisance to other residents.
19. Drainage. It shall be the duty of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the grading and drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits issued for any lot or parcel of land within this plat.
20. Enforcement. Any owner or Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions or covenants imposed by this Declaration, but Declarant shall not be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppels of the person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In the event the Declarant or D.M.D. shall deem it necessary to enforce any Restrictions, the Owner shall pay reasonable attorneys' fees and court cost if Declarant shall prevail in said litigation.
21. Duration. The foregoing covenants and restrictions and any amendments thereto are for the mutual benefit and protection of all present and future Owners of the Property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time the said covenants and restrictions shall be automatically extended for successive period of ten (10) years unless changes in whole or in part by majority vote of those persons who are the Owners
22. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the restrictions.
23. The Declarant, his successors and assigns, reserves the right to amend any of the above contained restrictions so long as Declarant owns fee simple title to more than six of the lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same by Declarant herein and the filing of the same among the public records of Marion County, Indiana.  
  
Amendments by lot owners after ninety per cent (90%) of the lots have homes erected thereon shall be authorized only by the Plats Committee of the Department of Metropolitan Development in public hearing with personal notice by First class Mail to each lot owner as shown in the bound volumes of lot owners in the Warren Township Assessor's Office at least twenty-five (25) days prior to public hearing.
24. Streets. The streets not heretofore dedicated are hereby dedicated to the public as shown upon the plats of the property.



Cherry Lake Homeowners Association  
Administrative Resolution # 1  
Collection Policy

WHEREAS, Article VII, Section 1 -a of the By-Laws of the Cherry Lake Homeowners Association grants power to the Board of Directors to conduct Association business, and Article VII, Section 1 -e of the By-Laws grants the authority to levy assessments against owners. Moreover, because the Associations' economic well-being relies on the timely payment of assessments and other allowable charges. And because it is the Board's duty to use its best efforts to collect funds owed to the Association,

LET IT BE RESOLVED THAT these collection procedures shall be followed:

1. AMOUNTS PAYABLE TO THE ASSOCIATION include, but are not limited to, regular assessments, special assessments, rules enforcement fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. PAYMENT SCHEDULE. The annual assessment is payable in advance by 30<sup>th</sup> of April of each year. Fees not received or postmarked by the 30th of April will be considered past due.
3. LATE FEES, NSF & INTEREST CHARGES.
  - A late fee of 10% shall be charged monthly on all delinquent balances.
  - A \$25.00 NSF (Non-Sufficient Funds) charge will apply to any returned check.
  - Any balance older than 30 days will incur an interest charge of 12% per annum (\$.03/day) until paid.
4. ORDER OF CREDITING PAYMENTS. Payments received shall be first applied to assessments owed, then to late charges, interest, or collection expenses.
5. PROCESS FOR DELINQUENCY NOTIFICATION. For all balances exceeding \$40.00 that are thirty (30) past due, the following notification process applies:
  - FIRST NOTICE. First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to an owner whose balance is thirty (30) days past due.
  - SECOND NOTICE. Second Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due.
  - 10-DAY DEMAND. 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is seventy five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure.
6. LEGAL SERVICES. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.
7. OTHER CHARGES. The Association may charge the owner for:
  - Owner bankruptcy,
  - Foreclosure action or deed in lieu of foreclosure,
  - Notification, filing and satisfying liens,
  - Enforcement of the Association's Rules, Bylaws, Declaration or Policies,
  - Costs of litigation

Recorded in the Book of Minutes: April 16, 2003

Date: April 16, 2003



Skip Donnell  
President, Cherry Lake Homeowners Association Board of Directors

**BY-LAWS  
OF  
CHERRY LAKE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I - General**

Section 1.        **Name.**                    The name of the corporation is Cherry Lake Homeowners Association, Inc. hereinafter referred to as the "Association".

Section 2.        **Principal Office.**            The resident agent address of the Association is 3222 Cherry Lake Road, Indianapolis, IN 46236. Meetings of Members and Directors may be held at such places within the Indianapolis, Indiana, area as may be designated by the Board of Directors.

Section 3.        **Fiscal Year.**                    The fiscal year of the Association shall begin on the first day of January and end of the last day of December except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE II - Definitions**

Section 1.        **"Association"** means Cherry Lake Homeowners Association, Inc., its successors and assigns.

Section 2.        **"Declaration"** means the "Declaration of Covenants, and Restrictions of Cherry Lake recorded in the office of the Recorder of Marion County, Indiana, on June 12, 1984, as instrument No. 84-43844, including proper amendments.

Section 3.        **"Articles"** means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana on January 12, 1989, as the same are of hereafter may be amended.

Section 4.        **"Properties"** means that real estate included in the tract of property known as Cherry Lake, a subdivision located in Marion County, Indiana, as more particularly described in the Declaration, including any additions thereto that hereafter may brought within the jurisdiction of the Association.

Section 5.        **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

**ARTICLE III - Membership; Meetings of Members**

Section 1.        **Membership and Voting.**            Membership in the Association and voting rights of Members are governed by the Articles. Except as otherwise provided in the Articles, in the Declaration or in Article V of these By-Laws, each question shall be determined by a majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present. The members may take any action without a meeting that could be taken at a meeting, in the manner provided in the Articles

Section 2.        **Annual Meetings.**                    The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held at a time and a place to be specified by the Board of Directors.

Section 3.        **Special Meetings.**                    Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of all of the Members.

Section 4.        **Notice of Meetings.**                    Written notice of each meeting of the Members shall be given by the Secretary of person authorized to call the meeting, by delivering or mailing a copy of such notice at least ten (10) days before such meeting, to each Member entitled to vote or addressed to the Member's last known address. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting the purpose of the meeting.

**Section 5. Quorum.** The presence at the meeting, in person or by proxy, of Members entitled to cast one-tenth (1/10th) of the votes shall constitute a quorum for any action, except as otherwise required by the Articles or the Declaration. If such quorum shall not be present at any meeting, the Members present and entitled to vote thereat are empowered to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such later time or date that a quorum shall be present in person or by proxy.

**Section 6. Voting by Co-Owners and Entities.** The vote appurtenant to any Lot in which more than one person owns an interest may be exercised by any of such persons present at any meeting, unless the Association is advised (by objection at the meeting or written notice prior thereto) by any other person owning an interest in such Lot that the owners of the Lot are unable to agree upon the manner in which the vote appurtenant to such Lot shall be cast at such meeting. In such event the vote appurtenant to the Lot shall not be counted at the meeting or on the particular question noted. In the event any Lot is owned by a corporation, then the vote appurtenant to such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote appurtenant to any Lot owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection by any other such trustee or partner is noted at such meeting or in writing prior thereto, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

**Section 7. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 8. Suspension of Voting Rights.** *No Member shown on the accounts of the Association to be more than sixty (60) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.*

**Section 9. Rights of Mortgagees.** Any legal mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and address of such mortgages and the name of the person to whom such notice should be addressed. The Secretary of the Association shall maintain a roster of all mortgagees from whom such notices are received and shall mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such mortgagees, in the same manner, as provided for notice to the Members. Any such mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in discussion and to address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting.

#### **ARTICLE IV - Board of Directors: General**

**Section 1. General Powers and Duties.** The Board of Directors shall manage the affairs of the Association.

**Section 2. Number.** The Board of Directors shall be composed of at least three (3) members.

**Section 3. Term of Office.** The members of the initial Board of Directors shall serve until the first annual meeting of the Association. Thereafter, each Director shall be elected to serve a term of one (1) year and until his successor is elected and qualified. A Director may serve any number of consecutive terms.

**Section 4. Removal.** Any Director may be removed from the Board, with cause, by a majority vote of the Members of the Association, at a meeting of the Members called expressly for that purpose. A director also may be removed by a majority vote of the other members of the Board of Directors if he fails to attend three (3) or more consecutive meetings of the Board.



## **ARTICLE VII - Specific Powers and Duties of the Board of Directors**

**Section 1. Powers and Duties.** Without limitation on the Board's general power and duty to manage the affairs of the Association, the Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Lots and any Common Areas located on the Properties;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to the Association (and not reserved to the membership) by the provisions of these By-Laws, the Articles or the Declaration and applicable law;
- (c) keep a proper record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (d) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (e) fix and send written notice of assessments; and,
- (f) procure and maintain insurance coverage required by the Declaration, or action of the Members on Board;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,
- (h) cause the Properties to be maintained to the extent of the Association's responsibility therefore as provided in the Declaration.

## **ARTICLE VIII - Officers and Their Duties**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise become disqualified to serve.

**Section 4. Other Offices.** The Board may elect other officers as the Board may deem appropriate, each of who shall hold office for one (1) year (and until his successor is elected and qualified) or such shorter period, and shall have such authority and perform such duties, as the Board may determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or those of Vice President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 8. Duties. The general duties of the officers, subject at all times to further delineation and delegation of duties by the Board, are as follows:

**President** - The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all written instruments.

**Vice President** - The Vice President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise such other duties as may be required by the Board.

**Secretary** - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings; keep appropriate records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

**Treasurer** - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks; keep proper books of account; cause an annual audit of the Association books at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

#### **ARTICLE IX - Committees**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

#### **ARTICLE X - Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association.

#### **ARTICLE XI - Contracts, Loans, Checks**

Section 1. Authorization. The Board of Directors may authorize any office or officers or agents of the Association to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Except as provided in these By-Laws, no officer, agent, or employee shall have any power to bind the Association or to render it liable for any purpose or amount unless so authorized by the Board of Directors.

Section 2. Signatures. All checks, drafts, or other orders for payment of money by the Association shall be signed by the President, and Treasurer, or such other persons as the Board of Directors may from time to time designate by resolution.

#### **ARTICLE XII - Corporate Seal**

The Association need not have a seal, and no seal is required to make any action of or document executed by the Association effective.




**ARTICLE XIII - Amendments and Construction**


Section 1. The power to make, alter, amend or repeal the By-Laws is vested in the Board of Directors of the Association, subject to the approval of the Members, by a majority vote of a quorum of Members at an annual or special meeting.

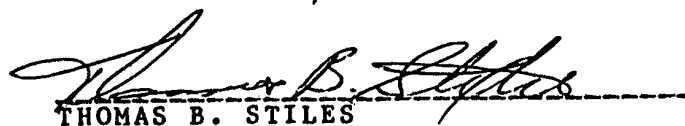
Section 2. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being the original directors of the Cherry Lake Homeowners Association, Inc., have hereunto set our hands this 11th day of January 1989.

Signed by:

  
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PAUL H. COLE

  
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JAMES FRAME

  
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THOMAS B. STILES