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Subdivision Covenants and Restrictions

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RECORDED FOR RECORD
JUN 26 11 12: 22
MARION COUNTY RECORDER

Cross Reference: 2006-135392 & 2007-46521

NOTICE OF RULES AND REGULATIONS--
THE WHITEHALL CORPORATION

The Board of Directors of The Whitehall Corporation hereby gives notice of Rules and Regulations which it has adopted and are applicable to Whitehall.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as Instrument No. 1972-36196 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended and replaced by the "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on September 8, 2006, as Instrument No. 2006-135392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Board of Directors of The Whitehall Corporation is empowered to adopt rules and regulations; and

WHEREAS, on March 28, 2007, an instrument entitled "Notice of Rules and Regulations-The Whitehall Corporation" was filed as Instrument No. 2007-46521 in the Office of the Recorder of Marion County, Indiana, to which were attached the Rules and Regulations that the Board of Directors of The Whitehall Corporation had adopted in January of 2007 (hereafter, the "2007 Rules"); and

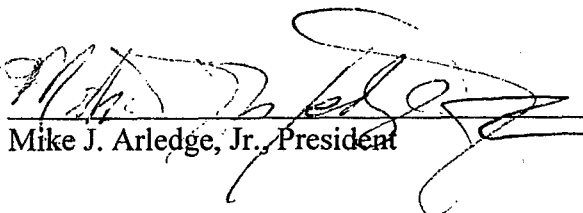
WHEREAS, the Board of Directors subsequently has amended such 2007 Rules.

NOW, THEREFORE, the undersigned officers of the Board of Directors of The Whitehall Corporation give notice of the following:


1. That the Board of Directors of The Whitehall Corporation has amended its Rules and Regulations applicable to Whitehall, a true and accurate copy of which is attached hereto and is incorporated herein.
2. That said Rules and Regulations were adopted by the Board of Directors of The Whitehall Corporation in September 2010, and are binding upon all owners and residents within Whitehall.
3. That the 2007 Rules are hereby nullified and replaced by the Rules and Regulations attached hereto.

Dated this 14 day of FEBRUARY, 2011.
~~8~~ day of ~~November~~, 2010.

The Whitehall Corporation, by:


Mike J. Arledge, Jr., President

Attest:


Lisa L. White, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Mike J. Arledge, Jr. and Lisa L. White, the President and Secretary, respectively, of The Whitehall Corporation, an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true.

Witness my hand and notarial seal this 14 day of February, 2010.

Duke Sauglik
Notary Public - Signature

Vicki Sauglik
Printed

My Commission Expires:
3/11/15

Residence County: Hamilton



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

WHITEHALL COMMONS RULES & REGULATIONS

MOTOR VEHICLES

- No boats or other watercraft, campers, recreational vehicles, off-road motorcycles or mini-bikes, trailers of any kind, buses, mobile homes, commercial or business vehicles (see definition below), or any other vehicles of any description other than automobiles, vans, and normal passenger trucks with a gross vehicle weight rating of 11,000 pounds or less and street-legal motorcycles shall be parked or stored anywhere in Whitehall Commons.
 - Commercial Vehicles are defined as vehicles on which commercial lettering or equipment is visible or which are larger than normally used for non-commercial purposes.
 - Police and Fire Department take-home vehicles are not considered to be commercial vehicles and are permitted to be parked within Whitehall Commons.
- Vehicles which fall into the prohibited categories listed above will not be prevented from parking or being stored in Whitehall provided they are completely enclosed within the resident's garage. Any such vehicle must be used solely for the purpose of gaining entrance to and exit from Whitehall Commons using the shortest route possible to and from the garage, and to the nearest public road.
- The length and/or width of each vehicle parked in Whitehall Commons shall not be so large as to impair ingress and/or egress of neighbors and guests or to prevent the full use of any other parking space.
- The following vehicles shall not be parked within Whitehall Commons. Vehicles in violation will be towed at their owners' expense.
 - Vehicles with improper or expired license plates.
 - Any vehicle that is abandoned or ownership is unable to be determined.
 - Motor vehicles incapable of being moved under their own power.
- Long-term parking of licensed and operational antique or collectable vehicles is permitted within common area parking only with the written agreement of the adjoining neighbors who share the common area parking.
- No vehicles, whether parked or in motion, shall be so loud as to be considered a nuisance by other residents. Please remember that the houses are close to one another, and the noise of one vehicle may reach several houses. Residents are expected to be respectful of one another.

PARKING

- Whitehall Commons has been designed with a set number of parking spaces. It is expected that all residents be courteous to their neighbors and respectful of their rights.
- Motor vehicles shall be parked only:
 - In the driveway assigned to the unit of the resident.
 - In any parking space designated for resident or visitor use.
 - Along Whitehall streets if necessary. In order to ensure the safety of all residents and to facilitate a steady flow of traffic, the parking of motor vehicles along Whitehall streets is discouraged.
- Vehicles may not be parked in the clubhouse parking lot unless the owner of the vehicle is utilizing the swimming pool, clubhouse, or tennis courts.
- Vehicles shall not be parked or stored on the cul-de-sac at the end of 47th Street nor around the circle at the end of any Whitehall Street.
- Vehicles parked on the street shall not impede or block the flow of traffic along the right-of-way. Whenever possible, vehicles shall only be parked along one side of the street at any time.
- Vehicles shall not be parked in such a manner as to prevent the full use of any other parking space within Whitehall Commons.
- Vehicles shall not be parked in such a manner as to impede or block the other vehicles from entering or exiting the adjoining parking spaces within Whitehall Commons.
- Vehicles may not be parked along the sides of the common driveways leading to the garages. This impedes the entrance of emergency vehicles.
 - Common driveways shall be defined as those that serve more than two garages.
- Whitehall Commons Residents are permitted to perform light maintenance on only their own vehicles. Unless work is done in an enclosed garage, it should be of such nature that it is completed in one day. No vehicles outside the garage shall be left on blocks, jack stands, or a jack, or with parts missing, or in any unfinished state.
- No vehicle maintenance or cleaning shall be undertaken as a commercial enterprise within Whitehall Commons.
- No vehicle maintenance shall be performed in such a manner as to annoy residents or interfere in their quiet enjoyment of the neighborhood.

- Motorized vehicles of any kind shall not be parked or driven on the grass or bicycle paths.
- Care shall be taken to avoid unnecessary damages to driving surfaces in Whitehall Commons. The owner of the residence will be held responsible for damages to the driveway, common area parking, or grass due to negligence of the owner, tenants, or guests. Such negligence includes (but is not limited to), surface damage caused by chemical spills, leaks, and spinning tires, as well as damages caused by driving on the lawn, sidewalks, or bicycle paths.

ARCHITECTURE AND ESTHETICS

- **Any external alteration, change, addition or replacement to any unit or land in Whitehall Commons (whether on the owner's property or on common property) must be requested in writing and have prior written approval from the Board of Directors. This rule applies, but is not limited to, garage doors, front entrance doors, storm doors, windows, exterior lights, security lights, fences, gates, patios, decks, fireplaces, shrubs, trees and plantings.**
- The owner of the dwelling must submit the request for alteration, change, addition or replacement to the Board of Directors **in writing**. The request must be specific and should include plans, drawings or pictures if appropriate. The Board of Directors will keep all letters, plans, drawings, etc. on file. **All requests must be submitted and approved before any work is done.** The Board will act on the request within thirty (30) days of receipt. In the event of an emergency (i.e. a broken garage door that must be replaced immediately), the owner should contact Association Management as (317) 844-4229 or any member of the Board of Directors for more immediate approval.
- All alterations, changes, additions or replacements must be in accordance with the Architecture and Esthetics Standards, which are on file and available for review in the Whitehall office.
- Owners are responsible for the repair and maintenance of all architectural additions. Example: If a fence has been added, it is the owner's responsibility to keep the fence in good repair and to paint the fence as necessary.
- Window fans, window air conditioners and external television antennae are not permitted.
- Clotheslines are not permitted nor may fences, trees or bushes be used as clotheslines.
- Only draperies, valences, shades, blinds or shutters that have been appropriately hung are to be used as window coverings. Sheets, newspapers, aluminum foil, boards, or other similar items placed in windows are not allowed. Unsightly window treatment such as torn curtains/draperies, broken blinds, and yellowed and/or curled window shades are not allowed and must be replaced. Residents who have just moved in may use sheets or similar items to cover windows for a period not to exceed 45 days, and windows that have been broken may be covered with a board for a period not to exceed 45 days.
 - These regulations apply to garage windows as well as the windows in the living quarters.

- Plastic or other insulating material may not be used as an outside covering on windows or doors.
- Moderate holiday decorations and lights may be put up without approval from the Board of Directors. Decorations may not be put up before Thanksgiving and must be taken down by January 15th. Decorations must be mounted in such a way as to not damage the buildings or grounds.

TRASH

- Disposal of trash must conform to the rules and regulations of the Indianapolis Department of Public Works.
- Trash may not be burned in Whitehall Commons.
- Trash containers must be kept inside the garage or patio fence out of sight.
- Trash is not to be put out before 7:00 p.m. or dusk, whichever comes first, on the evening before the day of collection.
- Trash and recycling containers must be removed from the curb no later than 7:00 p.m. on the day of collection.
- If the pick-up is missed, trash and containers must be removed from the curb no later than 7:00 p.m. on the day missed and must be held until the next collection day.
- If trash containers are used instead of trash bags, the container must be made of durable material.
- No dumping is allowed in the creek or park areas.

ANIMALS

- No domestic animal may be allowed to run at large.
- When walking pets, owners should use the bicycle paths and streets and must restrain the animal on a hand leash. Owners are responsible for cleaning up their pet's excrement throughout Whitehall.
- Pets are not to be tied to trees, shrubs, fences or buildings or staked outside in any way that encroaches on common property. Pets are not to be left outside unattended.
- Pets must not be allowed to cause damage to any property (including lawns) in Whitehall Commons. Damage caused by a pet is the pet owner's responsibility to repair.

- Pets must not be allowed to annoy or frighten other residents or interfere in any way with their quiet enjoyment of the neighborhood.
- No animals are allowed in the clubhouse, on the tennis court or inside the pool area.
- Homeowners and tenants who keep pets are expected to comply with all City of Indianapolis ordinances governing animals. A copy of these rules is available at the Whitehall office or may be obtained by contacting Animal Care & Control at 327-1397. The City determines penalties and remedies.

TENNIS COURTS

- Tennis courts are to be used for tennis only. No other use is allowed. No bicycles, tricycles, skateboards, roller skates or roller blades are allowed.
- Tennis courts are for the use of Whitehall Commons/Whitehall Addition residents only. Guests are welcome if accompanied by a Whitehall resident.
- Tennis shoes must be worn.
- Courts are available on a first-come, first-served basis. No reservations are available.
- Playing time: Singles – 1 hour, Doubles – 1 ½ hours
- The gate must be kept closed.

CLUBHOUSE RENTALS

- Only Whitehall Commons/Whitehall Addition residents may rent the clubhouse unless special permission is granted by a majority vote of the Board of Directors.
- When picking up the key for the clubhouse, the resident must sign a rental agreement and pay the current rental fee. A separate check is required for a damage deposit. A thorough inspection will be conducted before and after the clubhouse has been used. If there is no damage and the clubhouse has been satisfactorily cleaned after use, the full damage deposit will be returned.
- The Whitehall resident who rents the clubhouse must be in attendance during the rental period.
- The Whitehall resident who rents the clubhouse will be held responsible for damage to the clubhouse or to the common property around the clubhouse caused by them or their guests.
- **NO SMOKING** is allowed in the clubhouse. Cigarette butts must be picked up and removed from around the premises.
- No animals are allowed in the clubhouse.

- No bicycles, tricycles, skateboards, roller skates or roller blades are allowed in the clubhouse.
- Residents who fail to follow the rules and regulations regarding use of the clubhouse may be denied the privilege of renting the clubhouse in the future.
- The Board of Directors will determine all monetary penalties with regard to damage.

PROPERTY AND OTHER MAINTENANCE

- Homeowners and/or tenants will be held responsible for repairing any damage caused by driving, backing or parking vehicles on the grass, their own lawns, their neighbors' lawns or the common property.
- Homeowners will be held responsible for repairing any damage to lawns, shrubs, trees or other property in Whitehall caused by the resident, their children, guests or pets.
- No toys, birdbaths, lawn furniture, firewood or other obstructions are to be left on the lawn. Neither the Whitehall Corp. nor the lawn care company is responsible for damage to items left on the lawn.
- "For Sale" signs, "For Rent" signs, political signs or any other type of sign may not be placed on lawns or common property but may be displayed in a window from inside the residence.
- Homeowners/tenants are responsible for the care, trimming and maintenance of shrubs and gardens that are within the homeowner's property limits. The Board of Directors will decide any disputes over what is considered appropriate trimming and maintenance.
- Homeowners/tenants are responsible for the maintenance and upkeep of any items that are not listed in the Maintenance Guidelines as being the responsibility of the Whitehall Corporation; i.e., it is the homeowner's responsibility to repair broken windows and garage doors. The Board of Directors will decide any disputes concerning responsibility and appropriate maintenance.
- Homeowners/tenants are responsible for keeping their property free of debris, trash and any undue clutter.
- Basketball goals, whether permanently mounted or removable, are not allowed.
- Skateboarding is not allowed.

SATELLITE DISHES (ANTENNAS)

- DSB antennas that are one meter or less in diameter may be installed without prior approval from the Board of Directors. Antennas designed to receive satellite signals that are larger than one meter are prohibited.

- Antennas must be installed solely on the individually owned property of the homeowner, situated on the homeowner's lot as designated on the Plat, which is on file with the County Recorder.
- Antennas must not encroach upon any of the Association's common areas or any other homeowner's property.
- Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule requires installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on any of the Association's common areas even if an acceptable quality signal may not be received from an individually owned lot.
- Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and the manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required.
- Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed with five feet (5') of buried power lines or any other underground utilities. For aboveground power or utility lines, the owner shall comply with the minimum distances that are published by the utility companies. Owners should telephone the "Call Before You Dig" telephone number at 1-800-382-5544 so that underground lines can be marked prior to installation. In no event shall antennas be placed where they may come into contact with electrical power lines.
- Antennas shall not obstruct access to or exit from any other home, walkway, ingress or egress from any common area, electrical service equipment or any other areas necessary for the safe operation of the building in which the owner's home is located.
- Installation must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the owner's home.
- To prevent electrical and fire damage, antennas shall be permanently grounded.
- Antennas are to be mounted in such a way as to withstand the pressure of snow, ice and wind.
- Exterior wiring must be painted to match the color of the structure to which it is installed.
- If antennas are installed on property for which the Association has maintenance responsibility, the owners retain full responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such cost.
- If maintenance requires the temporary removal of antennas, the Association shall provide owners with ten (10) days written notice. Owners shall be responsible for removing or

relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, the Association may do so at the owner's expense. The Association is not liable for any damage to antennas caused by the removal.

- Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.
- If antennas become detached, owners shall remove or repair such detachment within 2 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
- Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.
- If an antenna (or any component thereof) was installed upon any property for which the Association is normally responsible for maintenance and repair, removal of such an antenna requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.
- If these rules are violated, the Association, after notice to the owner and an opportunity for the owner to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines the Association's rule is enforceable, the owner must conform to the ruling of the court or the FCC. To the extent permitted by law and the Declarations, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
- If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.
- These rules shall apply in all respects to tenants.
- These restrictions apply only to the lots within Whitehall Commons and the common areas owned by the Whitehall Corporation. These restrictions are not applicable to the homes and lots within Whitehall Addition.
- This list of rules regarding satellite (antenna) installation is not meant to be all-inclusive. Due to the continually changing FCC rules on satellites (antennas), these rules may be amended at any time without prior notification.

ENFORCEMENT OF RULES

- All violators will be sent a written notice of their violation and given ten (10) days to correct the violation.
- If the violation has not been corrected after ten (10) days, the Board of Directors will take whatever action is necessary to see that the violation is corrected.

- Violators will be responsible for the costs of correcting the violation.
- The Board of Directors may take immediate action in the event of a repeat of the previously notified violation.

