Section 3. "Highland Common Force Field, Ramona," a part of the City of Ramona's public agencies, is hereby declared to be a part of the city of Ramona, subject to the provisions of Article XI of the Declaration of Restrictions of Highland Park Subdivision as recorded in the office of the Recorder of San Diego County, County of San Diego, April 16, 1966, as amended, and that certain area of said Highland Park Subdivision which is hereby declared to be a part of the City of Ramona, subject to the provisions of Article XI of the Declaration of Restrictions of Highland Park Subdivision as recorded in the office of the Recorder of San Diego County, County of San Diego, April 24, 1996, as amended, is hereby declared to be a part of the City of Ramona, subject to the provisions of Article XI of the Declaration of Restrictions of Highland Park Subdivision as recorded in the office of the Recorder of San Diego County, County of San Diego, April 24, 1996, as amended.
3.3 Association Board of Managers. The Owners of Lots 97-102 shall form an association in which each Lot Owner shall have one vote in the election of a Board of Managers, which shall consist of not less than three nor more than five members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

3.4 Budget. The Board of Managers shall thereafter be responsible for establishing an annual budget to assure adequate maintenance, upkeep, repair of the Private Common Force Main. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period. All action shall be taken upon majority vote of the Board of Managers.

3.5 Assessments. Assessments shall be paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

3.6 Lien. Assessments for Private Common Force Main maintenance shall be a lien upon Lots 97-102. The lien shall take effect upon a default under the terms of this Agreement, by acceptance of delinquency on any of the properties owned by any one or more Lots 97-102, subject to the provisions of the Private Force Main Covenants. By acceptance of delinquency on any of the properties, the grantees consent to the lien of assessment and its enforcement provided for herein.

3.7 Disputes. In the event of a dispute arising from the maintenance, repairs, and operation of the Private Common Force Main, any voting member may call a meeting upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which meeting may be held in person or by telephone, at the request of any voting member, and at which meeting, by majority vote, such dispute shall be resolved.

3.8 Non-assumption by Local Authority. The Local Authority shall not be held personally liable for the discharge of its duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance against liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of Private Common Force Main ownership.

3.9 Enforcement. The Board of Managers on behalf of the any Owner of Lots 97-102 subject to these Private Common Force Main Covenants, shall have the authority to institute an action for injunctive relief for correction of any damage caused to the Private Common Force Main, or interference with the sanitary sewer system, together with all damages incurred, and upon recovery of judgment, shall be entitled to costs together with reasonable attorney's fees.
This instrument prepared by Sherry Bradley Pocek

__________________________
Commissioner

Resided at

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Resided at

__________________________
Resided at

By:

__________________________
PRESIDENT

__________________________
SECRETARY

__________________________
TREASURER

\(\begin{array}{l}
\text{COUNTY OF JOHNSON} \\
\text{STATE OF INDIANA}
\end{array}\)

Date: 1/1/99

HIGHLAND PARK ASSOCIATES, LLC

IN WITNESS WHEREOF, the Commissioner has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Highland Park Subdivision this 1/1/99, day of January, 1999.