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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CEDAR SPRINGS**

THIS DECLARATION, made on the 12th day of July, 1994, by *CROSSMANN COMMUNITIES PARTNERSHIP*, an Indiana general partnership, ("Declarant").

WITNESSES:

WHEREAS, Declarant is the owner of certain real estate (the "Property"), located in Marion County, Indiana, which is more particularly described in Exhibit "A", attached hereto and by this reference, made a part hereof. The real estate described has or will be divided into sections all in a subdivision known as *CEDAR SPRINGS*.

NOW, THEREFORE, Declarant hereby declares that all the Property shall be held, sold and conveyed subject to the following easements, restrictions, limitations, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as *CEDAR SPRINGS*, a subdivision located in Marion County, Indiana.

ARTICLE II

Definitions

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the *CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.*, a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

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def. ed), including improvements thereto facilities and personal property owned, to-be-owned leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), and (c) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat as hereinafter defined.

Section 2.5 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.6 "Declarant" means the **CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership** and its successors and assigns as a declarant.

Section 2.7 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate in the Property.

Section 2.8 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.9 "Lot" means any parcel of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.10 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.11 "Plat" means the subdivision plats of the Property, as the same may be hereafter amended or supplemented pursuant to this Declaration

Section 2.12 "Property" means the real estate described in Exhibit "A"

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, in and to the Common Area owned by the Association which shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association, and

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 Undefined Drainage, Utility, Sewer and Other Development Easements. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and Lots, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage Utility and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. This easement shall be in addition to any

easement defined upon a Plat as a drainage, sewer, utility, cable, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any areas now or hereafter shown on the Plat as a "Block", or any other Common Area within the Property used as a water retention or detention area, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deems necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of any of the real estate described in Exhibit "A"; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and

easements reserved herein.

Section 3.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any recorded plat of CEDAR SPRINGS as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the CEDAR SPRINGS HOMEOWNERS ASSOCIATION for the common enjoyment of all residents in CEDAR SPRINGS.

Section 3.7 Defined Utility and Drainage Easements. There are strips of ground reserved for utility and drainage easements ("U.& D.E.") shown on this plat which are hereby reserved to the appropriate governmental entities for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Association and the owners of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department. All proper governmental agencies or departments are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the appropriate governmental agency or department and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Defined Landscaping and Sign Easements. There are strips of grounds shown on the Plat and reserved for landscape easements and sign easements. Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, such sign easements for the purposes of providing signs which either advertise the Property and the availability of Lots or identify the Property. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to install landscaping and mounding within the strips of ground shown on the Plat as landscaping easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by the Declarant during the Development Period and thereafter by the Association. No fences shall be erected or maintained in the area of such easements.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

ARTICLE IV

Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events,

whichever occurs earlier (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership, or, (b) December 31, 1999.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.4 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses);

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly

Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of paying for repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be \$120.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Notice and Quorum for Any Action Authorized Under this Article. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or

Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 5.7 Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded plat the first day of the first month following conveyance of the Common Area within such plat to the Association, or if there is no Common Area, the first day of the first month following the recording of such plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such

sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, fence, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant until the end of the Development Period and thereafter by the Board of Directors of the Association. After the Development Period, the Board may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, approval will not be required and this Section will be deemed to be fully complied with.

Section 6.3 Leasing. Any Lot may be leased by its Owner.

Section 6.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided

they are not kept, bred or maintained for any commercial purposes.

Section 6.5 Outside Storage. All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Section 6.6 Setback Lines. Front Building lines are hereby established as shown on the foregoing plat between which line and the right-of-way lines there shall be erected, placed or altered no structure or part thereof except that fences in keeping with architectural style as specifically approved by the Association Board of Directors or Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning ordinance.

Section 6.8 Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any lot FOR USE AS A RESIDENCE either temporarily or permanently or at any time be used for such purpose.

Section 6.9 Motor Vehicle Repair and Storage. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 6.11 Permitted Uses. No use shall be made of any lot in this subdivision except as permitted by the applicable zoning ordinance under which this Property is developed.

Section 6.12 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.13 Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of platted lots within the Property.

Section 6.14 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot may be constructed thereon. All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height.

Section 6.15 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of not less than what is required by the applicable zoning ordinance.

Section 6.16 Unsightly Growth. 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 Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 6.17 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet 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 a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.18 Semi-tractor trucks and trailers. No semi-tractor trucks and/or semi- tractor trailers shall be permitted to park on the Property for more than eight (8) hours unless fully enclosed inside a building, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Property.

Section 6.19 Lake Area. Except as otherwise provided, access to any lake area, if any, that is a part of the Common Area owned by the Association may be restricted by the Board of Directors of the Association. Except as otherwise provided no individual using a Lake, if any, has the right to cross another lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake

level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. Any Lake may not be used for swimming, boating, fishing or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Association Board of Directors in writing and allowed by law. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.20 Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.21 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.22 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is

located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Lawns by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area.

(ii) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) is hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any subdivision plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Inefficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Unit by the mortgagee.

ARTICLE X

General Provisions

Section 10.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2 Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. 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 estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied against a Dwelling Unit Owner;

(c) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the Common Area owned by the Association, party walks, common fences and driveways, and the upkeep of lawns and plantings in the Property;

(d) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement costs);

(e) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

(f) Change the voting rights, assessments, assessment liens or subordination of assessment liens, except as provided for in this Declaration;

(g) Change the manner in which reserves for maintenance, repair and replacement of Common Areas have been set up and previously maintained by the Association;

(h) Change the rights to the use of the Common Area owned by the Association, except as provided for in this Declaration;

(i) Change the boundaries of any Dwelling Unit, and the Lot upon which the Dwelling

Unit is situated, except as provided for in this Declaration;

(j) Any change concerning convertibility of Dwelling Units into Common Area owned by the Association or vice versa, except as provided for in this Declaration;

(k) Allow for the expansion or contraction of the development, or the addition, annexation or withdrawal of property to or from the development;

(l) Any requirements for insurance or fidelity bonds set forth in this Declaration;

(m) Any change in the manner in which units may be leased except as set forth in this declaration;

(n) Any imposition of any restriction on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;

(o) Restoration and repair of the Common Area (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;

(p) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs;

(q) Any provision that expressly benefits mortgage holders, insurers or guarantors; or

(r) Any termination of legal status of the development for reasons other than substantial destruction or condemnation of the Property.

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement within the Declaration, Association Articles, Association By-Laws or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after proposal is made. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

(a) Annexation of additional properties;

(b) dedication of Common Area; and

(c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

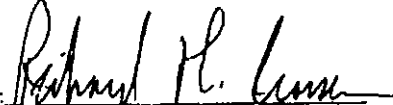
Section 10.5 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 10.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Dwelling Unit Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, has caused this Declaration to be executed as of the date first written above.

**CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana general partnership**

By: **TRIMARK DEVELOPMENT, INC.**
General Partner

By: 
Richard H. Crosser, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crosser, Vice-President of Trimark Development, Inc., an Indiana corporation, the General Partner of Crossmann Communities Partnership, an Indiana general

partnership, and he being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 12th day of July, 1994.

My Commission Expires:
May 21, 1997
Residing in Hendricks County

William W. White
Notary Public
William W. White
Printed Name



Prepared By: James J. Nelson
NELSON & FRANKENBERGER
3021 E. 98th St., Suite 220
Indianapolis, IN 46280
317/844-0106

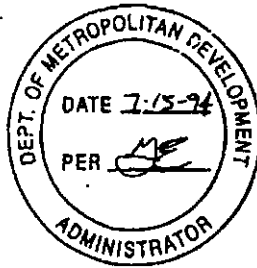


EXHIBIT "A"

Part of the West Half of the Northwest Quarter of Section 10, and part of the West Half of the Southwest Quarter of Section 10, all in Township 15 North, Range 5 East in Marion County, Indiana, described as follows:

PARCEL I

Beginning at a point in the West line of said Half Quarter Section distance South 1219 feet of the Northwest corner thereof; thence south in and along said West line 1453.7 feet to the Southwest corner of said Half Quarter Section; thence East in and along the south line thereof 1325.5 feet to the Southeast corner of said Half Quarter Section; thence North in and along the East line thereof 1455.7 feet; thence West, parallel to said South line 1325.2 feet to the Place of Beginning, containing in all 44.26 acres, more or less.

ALSO:

PARCEL II

Beginning at the Northwest corner of the West Half of the Southwest Quarter of Section 10, Township 15 North, Range 5 East; thence East along the North line of said West Half Quarter Section, a distance of 1325.5 feet to the East line of said Half Quarter Section; thence south parallel to the West line a distance of 687.49 feet to a point; thence West parallel to the North line a distance of 1124.59 feet to a point in the West line of said Half Quarter Section; thence North in and along the West line of said Quarter Section 688.39 feet to the Place of Beginning, being the Northwest corner of said Southwest Quarter, containing 20.44 acres, more or less.

EXCEPT:

Part of the West Half of the Northwest Quarter of Section 10, Township 15 North, Range 5 East, of the Second Principal Meridian, Warren Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter Section; thence North 00 degrees, 17 minutes, 23 seconds East (assumed bearing) on the West line thereof, a distance of 288.04 feet to the Point of Beginning of the herein described real estate; thence continuing North 00 degrees, 17 minutes, 23 seconds East on the West line thereof, a distance of 155.00 feet; thence South 89 degrees, 42 minutes, 37 seconds East 200.00 feet; thence South 00 degrees, 17 minutes, 23 seconds West, parallel with the West line thereof, a distance of 155.00 feet; thence North 89 Degrees, 42 minutes, 37 seconds West 200.00 feet to the Point of Beginning, containing 0.712 acres, more or less; subject to rights-of-way, restrictions, and easements.

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Cross-Reference:

- Cedar Springs, Section 1 (Plat), Instrument # 1994-0110189
- Cedar Springs, Section 2 (Plat), Instrument # 1995-0154168
- Cedar Springs, Section 3 (Plat), Instrument # 1996-0127098
- Cedar Springs, Declaration of Covenants, Instrument # 1994-0110188

A201200114391

REVISED AND RESTATED CODE OF BYLAWS

for

CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.

10/22/2012 2:43 PM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 77.50
PAGES: 21
By: SC

COMES NOW the Cedar Springs Homeowners Association, Inc., by its Board of Directors, on this 9 day of October, 20 12, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Marion County, Indiana, commonly known as Cedar Springs was established upon the recording of certain Plats and other documents with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Cedar Springs, Section 1, was recorded with the Office of the Marion County Recorder on July 15, 1994, as **Instrument #1994-0110189**; and

WHEREAS, the Plat for Cedar Springs, Section 2, was recorded with the Office of the Marion County Recorder on November 29, 1995, **Instrument #1995-0154168**; and

WHEREAS, the Plat for Cedar Springs, Section 3, was recorded with the Office of the Marion County Recorder on September 13, 1996, **Instrument #1996-0127098**; and

WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions of Cedar Springs ("Declaration") and any amendments thereto, recorded with the Office of the Marion County Recorder on July 15, 1994, as **Instrument #1994-0110188**, which state that by taking a deed to any Lot as set forth on the above listed Plats for Cedar Springs development, each owner becomes a mandatory member of the Cedar Springs Homeowners Association, Inc., an Indiana non-profit corporation ("Association"); and



under IC 36.2-7

432 number of members volunteer to fill all possible Board positions, the Board may continue to function
433 with the remaining number of directors until those vacancies are filled so long as there are at least three
434 (3) directors serving as required by the Act.

435
436 **(b). Qualifications.** A director must maintain his primary place of residence in the Cedar
437 Springs community. An owner is not eligible to serve as a director if his voting privileges have been
438 suspended for any reason as set forth in the Declaration, Articles or these Bylaws. No Lot may be
439 represented by more than one person or representative on the Board of Directors at the same time; nor can
440 an owner, along with a spouse, significant other or family member, hold more than one (1) directorship at
441 the same time, even if the owner, spouse, significant other, or family member owns more than one (1) lot
442 in Cedar Springs.

443
444 **(c). Term of Office Generally.** At the first election of directors held after this amendment is
445 adopted by the Board, one (1) director will be elected to serve a three (3) year term of office, one (1)
446 director will be elected to serve a two (2) year term of office, and one (1) director will be elected to serve
447 a one (1) year term of office. At all future director elections, all directors will be elected to serve a three
448 (3) year term of office.

449 In the event that the number of directors is increased or decreased by resolution of the Board, the
450 election terms, or rotation, of said directors shall be determined by the Board at the time the increase or
451 decrease is approved, so long as the election of directors continues to be staggered. If multiple directors
452 are being appointed by the Board to fill staggered Board vacancies, then the Board shall determine which
453 appointee shall serve each respective staggered term.

454 All directors must serve their full term and/or until their respective successors are properly
455 elected and qualified. A director may serve any number of consecutive terms.

456 **Section 2. Vacancies and Removal.**

457
458 **(a). Vacancies.** Any vacancy that occurs on the Board of Directors due to the death,
459 resignation or removal of a director will be filled by a new appointee approved by a majority vote of the
460 remaining directors, and the appointee will serve the remaining term of the vacant directorship, unless the
461 vacancy is caused by a director being removed from the Board by a vote of the membership at a special
462 meeting called for that purpose, in which case the Members in attendance at that special meeting must
463 select a replacement(s) to fill the position(s) of the removed director(s). Any director elected by the
464 Members to fill a vacancy on the Board will serve the unexpired portion of the vacant directorship.
465

466
467 **(b). Removal.** Any director may be removed from the Board of Directors, with or without
468 cause, by a two-thirds (2/3) vote of the Members of the Association at a special meeting called for such
469 purpose. The vacancy of a director removed by the Members at a special meeting shall be filled by the
470 Members in attendance at that same special meeting. Any director elected by the Members to fill such a
471 vacancy on the Board will serve the unexpired portion of the vacant directorship.

472 Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to time, and
473 the Articles, the Board of Directors also has the right to remove a director from the Board "for cause" by
474 a majority vote of the remaining Board members.

475 For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: a)
476 failing to attend three (3) or more consecutive meetings of the Board of Directors; b) becoming ineligible
477 to serve on the Board according to any terms set forth in the Declaration, Articles or these Bylaws; c) acts
478 of fraud, theft, deception, or criminal behavior; d) breach or disclosure of confidential Board or owner
479 information to person(s) not on the Board; or e) performing any act in the name of or on behalf of the
480 Association that was not within the director's duties as set forth under the Bylaws or was not authorized
481 or ratified by the Board.

Under IC 36-2-7

482 Determination of whether "for cause" has been sufficiently established to justify removal of a
483 director is left to the sole discretion of the remaining directors and may not be overturned by judicial
484 action unless it is determined by a court of competent jurisdiction that the removal of the director was
485 contrary to the Act. The vacancy of a directorship due to a director being removed by a vote of the Board
486 shall be filled by a majority vote of the remaining directors, and the appointee will serve the remaining
487 term of the vacant directorship.
488
489

490 **Section 3. Duties of the Board of Directors.** The Board of Directors is the governing body of
491 the Association representing all of the Owners and is responsible for the functions and duties of the
492 Association, including but not limited to, providing for the administration of the Real Estate, the
493 management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are
494 otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common
495 Expenses.

496 The Board shall fulfill these duties in good faith, with the care an ordinarily prudent person in a
497 like position would exercise under similar conditions, and in a manner the Board believes to be in the best
498 interest of the Association. The availability of funds, the unforeseen or unexpected nature of expenses
499 caused by natural, administrative, or regulatory reasons, or any other factor or factors which may hinder
500 or prevent the Board from taking action to fulfill any of these duties shall be considered in determining
501 the reasonableness of the Board's actions or failure to provide certain services or maintenance as provided
502 herein.

503 The Board may employ a managing agent upon such terms as the Board shall find, in its
504 discretion, reasonable and customary. The managing agent shall assist the Board in carrying out its
505 duties, which include, but are not limited to:

- 506
- 507 (a) maintenance, repair, replacement, landscaping, painting, decoration, furnishing, and
508 upkeep of the Common Areas, unless the same are otherwise the responsibility or duty of
509 Owners of Lots;
 - 510 (b) procuring of utilities used in connection with the Common Areas (to the extent the same
511 are not provided and billed directly to Owners of Lots and Dwelling Units by utility
512 companies);
 - 513 (c) assessment and collection from the Owners of the Owners' respective shares of the
514 Common Expenses;
 - 515 (e) preparation of the annual budget, a copy of which will be mailed or delivered to each
516 Owner at the same time as the notice of the annual or special meeting at which the same
517 is to be acted upon is mailed or delivered;
 - 518 (f) preparing and delivering annually to the Owners an accounting of all receipts and
519 expenses incurred in the prior fiscal year;
 - 520 (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the
521 Common Areas and the business and affairs of the Association, itemizing the Common
522 Expenses when possible;
 - 523 (h) procuring and maintaining for the benefit of the Association, the Owners, any Managing
524 Agent and the Board the insurance coverage required under this Declaration and such
525 other insurance coverage as the Board, in its sole discretion, may deem necessary or
526 advisable;
 - 527 (i) paying taxes and assessments assessed against and payable with respect to the Common
528 Areas and paying any other necessary expenses and costs in connection with the
529 Common Areas and the Association;
 - 530 (j) enforcing all covenants, restrictions, bylaws and rules and regulations set forth in their
531 Declaration, Articles, Bylaws or adopted rules and regulations;

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532 (k) all other duties and obligations imposed upon the Association or the Board under this
533 Declaration, the Articles, the Bylaws or the Act.
534

535 **Section 4. Powers of the Board of Directors.** The Board of Directors shall have such powers
536 as are reasonable and necessary to accomplish the performance of their duties. These powers include, but
537 are not limited to, the power to:
538

- 539 (a) employ a managing agent to assist the Board in performing its duties;
- 540 (b) purchase, lease or otherwise obtain for the Association, to enable it to perform its
541 functions and duties, such equipment, materials, labor and services as may be necessary
542 in the judgment of the Board of Directors;
- 543 (c) employ legal counsel, architects, contractors, accountants and others as in the judgment
544 of the Board of Directors may be necessary or desirable in connection with the business
545 and affairs of the Association;
- 546 (d) employ, designate, discharge and remove such personnel as in the judgment of the Board
547 of Directors may be necessary for the maintenance, upkeep, repair and replacement of the
548 Common Areas, and to perform all other maintenance, upkeep, repair and replacement
549 duties of the Association and the Board;
- 550 (e) include the costs of performing all of its functions, duties and obligations as Common
551 Expenses and to pay all such costs there from;
- 552 (f) open and maintain a bank account or accounts in the name of the Association;
- 553 (g) create, adopt, revise, amend or alter from time to time such additional rules and
554 regulations with respect to use, occupancy, operation, enjoyment, and architectural
555 additions or modifications of the Project, including the individual lots, streets (whether
556 public or private), and the Common Areas, with these rules and regulations being in
557 addition to or supplementing the provisions set forth in the Declaration, as the Board, in
558 its discretion, deems necessary or advisable; provided, however, that copies of any such
559 additional rules and regulations so adopted by the Board must be promptly delivered to
560 all Owners;
- 561 (h) take any and all appropriate action, including legal action, if necessary, to enforce or gain
562 compliance by all Owners of the provisions, restrictions or requirements within
563 Declaration, Articles, Bylaws, or rules and regulations of the Association;
- 564 (i) grant to such public or private companies, entities or bodies as the Board may approve,
565 such easements as may be necessary to provide the Lots, Dwelling Units and Common
566 Areas with facilities for utility and similar services, including but not limited to cable
567 television facilities and service; provided that such easements are located within or are
568 co-extensive with any one or more utility easements, maintenance and access easements,
569 landscape and maintenance easements, or Common Areas shown upon, and identified as
570 such on, or provided for in, any subdivision plat of the Development, whether such plat is
571 heretofore or hereafter recorded;
- 572 (j) convey title of Common Area to Lot Owners to correct any overlaps or encroachments;
- 573 (k) borrow funds to perform its duties for the benefit of the Association and Owners and use
574 the assessments as collateral, if collateral is required, to secure such financing;

575
576 **Section 5. Annual Meeting.** The Board of Directors must meet annually, without notice,
577 immediately following, and at the same place as, the annual or election meeting of the membership, or at
578 the next regularly scheduled Board meeting, for the purpose of electing officers.
579

580 **Section 6. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such
581 regular intervals, without notice, at such place and hour as may be determined from time to time by
582 resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a

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583 regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided
584 to each director at least forty-eight (48) hours prior to the meeting.
585

586 **Section 7. Special Meetings.** Special meetings of the Board of Directors may be called by the
587 President or by a majority of the members of the Board of Directors, at any place within or without the
588 State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of
589 the meeting, given to each Director personally, by telephone or email. If notice is given by U.S. Mail, via
590 first class, postage pre-paid, mail, then notice of the special meeting must be sent at least three (3) days
591 before the meeting.
592

593 **Section 8. Notice and Waiver of Notice.** Notices of Board meetings shall be given to each
594 Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending
595 the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.
596

597 **Section 9. Quorum.** A majority of the entire Board of Directors then qualified and acting
598 constitutes a quorum for the purpose of transacting business, except for filling vacancies in the Board of
599 Directors which shall require action by a majority of the remaining Directors. Any act of the majority of
600 the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless
601 otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any
602 meeting from time to time. Notice of an adjourned meeting need not be given other than by
603 announcement at the time of adjournment.
604

605 **Section 10. Attendance at Board Meeting.** Any board member may participate in a board
606 meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or
607 other internet or electronic communication by which all directors participating may hear each other during
608 the meeting.
609

610 **Section 11. Action Taken Without a Meeting.** Any action required or permitted to be taken at
611 a meeting of the Board of Directors or any committee may be taken without a meeting if the action is
612 approved by a majority of the entire Board in writing or via email. If an action is approved via writing or
613 email, evidence of the written or email approval must be made a part of the corporate Board minutes or
614 records. However, failure to keep documentation of the approval does not automatically invalidate the
615 decision.
616

617 **Section 12. Compensation.** No Director shall receive compensation for his services as such
618 except to the extent as may be expressly authorized by a majority vote of the Owners. However, any
619 Director may be reimbursed for his out-of-pocket expenses incurred in the performance of his duties.
620

621 **Section 13. Non-Liability of Directors.** The Directors shall not be liable to the Owners or any
622 other Persons for any error or mistake of judgment exercised in carrying out their duties and
623 responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross
624 negligence. The Association shall indemnify and hold harmless and defend each of the Directors against
625 any and all liability to any person, firm or corporation arising out of contracts made by the Board on
626 behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that
627 the Directors shall have no personal liability with respect to any contract made by them on behalf of the
628 Association.
629

630 **Section 14. Additional Indemnity of Directors.** The Association shall indemnify, hold
631 harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action,
632 suit or proceeding by reason of the fact that he is or was a Director of the Association, against the
633 reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection

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634 with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as
635 otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such
636 action, suit or proceeding that such Director is liable for gross negligence or misconduct in the
637 performance of his duties. The Association shall also reimburse to any such Director the reasonable costs
638 of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority
639 vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such
640 findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no
641 Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the
642 performance of his duties where, acting in good faith, such Director relied on the books and records of the
643 Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or
644 employee thereof, or any accountant, attorney or other person, firm or corporation employed by the
645 Association to render advice or service unless such Director had actual knowledge of the falsity or
646 incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by
647 virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.
648

649 **Section 15. Bond.** The Board of Directors may provide surety bonds (or an equivalent form of
650 coverage) and may require the managing agent (if any), the treasurer of the Association, and such other
651 officers as the Board deems necessary, to provide surety bonds (or an equivalent form of coverage),
652 indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful,
653 abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such
654 sureties as may be approved by the Board of Directors and any such bond (or equivalent form of
655 coverage) shall specifically include protection for any insurance proceeds received for any reason by the
656 Board. The expense of any such bonds (or equivalent form of coverage) shall be a Common Expense.
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661 ARTICLE VI

662 Officers

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665 **Section 1. In General.** An "Officer" is the name given to the particular position a director
666 serves on the Board. Each officer position carries different duties on the Board. The officers of the
667 Corporation must be members of the Board of Directors and may consist of a President, a Vice President,
668 a Secretary, a Treasurer, and such other officers or assistant officers as the Board shall from time to time
669 create and so appoint. Any two (2) or more officer positions may be held by the same person, except that
670 the duties of the President and Secretary cannot be performed by the same person.
671

672 **Section 2. Election and Terms.** Each officer will be appointed by the Board of Directors at the
673 Board's annual meeting, and shall hold that officer position until: a) the next annual meeting of the
674 Board; b) the expiration of the director's term on the Board of Directors; or c) the director's removal or
675 resignation from the Board, whichever occurs first.
676

677 **Section 3. Vacancies and Removal.** Whenever any vacancy shall occur in any office by death,
678 resignation, increase in the number of officers of the Corporation, or otherwise, the vacant office shall be
679 filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting
680 of the Board or until his or her successor is duly elected and appointed.

681 A director may be removed from an officer position at any time, with or without cause, by vote of
682 a majority of the whole Board. A Director removed from a particular office shall continue to serve on the
683 Board of Directors, and may be re-appointed to a different office or may serve on the Board without an
684 officer designation.

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Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control, and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation and this Code of Bylaws.

Section 5. Vice-President. The Vice-President shall act in the place or stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him the Board of Directors or as are delegated to him by the President.

Section 6. Secretary. The Secretary shall attend meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President. The Secretary, or Board in the Secretary's absence, shall have the authority to appoint someone to serve as the Secretary's assistant for note/minute taking purposes at a meeting.

Section 7. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designate by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

Section 8. Special Appointments. The Board of Directors may appoint such other officers and/or assistant officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

ARTICLE VII

Committees

Section 1. In General. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more various committees to assist the Board in carrying out the purposes of the Association. Members of committees may, but need not, be members of the Board of Directors. Each committee, to the extent provided in such resolution or as authorized

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787 law, or if the Association determines the owner's request; a) was not made in good faith or for a proper
788 purpose; b) the member fails to describe with reasonable particularity the purpose and the records the
789 member desires to inspect; or c) the records requested are not directly connected to the stated purpose for
790 the request.

791
792 **Section 2. Record Retention.** The Association must keep ballots for a period of ninety (90)
793 days following the meeting date where an election or vote was held. Upon the expiration of this ninety
794 (90) day period, any vote taken at the meeting will be presumed valid and accepted by the membership
795 and the ballots shall be destroyed by the Board or their designated agent.

796 In addition, other records of the Association not essential for tax purposes must be kept for a
797 period of three (3) years before being destroyed. Records essential for a state or federal tax audit, if ever
798 conducted, must be kept for seven (7) years before being destroyed.

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803 **ARTICLE IX**

804 **Execution of Instruments**

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807 **Section 1. Checks, Draft, etc.** All checks, drafts, bills of exchange or other orders for the
808 payment of money, obligations, notes or other evidences of indebtedness of the Association shall be
809 signed or endorsed by such officer or officers, employee or employees of the Association as shall from
810 time to time be designated by the Board of Directors.

811 Signatories on each account held by the Association must be designated and approved by a
812 majority vote of the Board, and the signatories may be removed and/or replaced at any time by a majority
813 vote of the Board.

814
815 **Section 2. Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar
816 instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board
817 of Directors or required by law, by the President, and attested by the Secretary.

818 Except as provided in these Bylaws, no director, officer, agent, or employee has the power to bind
819 the Association or to render it liable for any purpose or amount unless the act is authorized or ratified by
820 the Board of Directors.

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825 **ARTICLE X**

826 **Assessments and Fiscal Year**

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829 **Section 1. Assessments.** Each Owner is obligated to pay to the Association annual and/or
830 special assessments. The assessments are secured by a continuing lien upon the property against which
831 the assessment is made. Any assessments that are not paid when they are due will be delinquent.

832 If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment
833 shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. In addition,
834 In addition, the Association may impose reasonable late fees on all delinquencies. The Board shall have
835 the right to determine the amount of the late fees, the time period before the late fees are imposed, the rate
836 of the late fees (i.e. annually, monthly, etc.) and to make any other provisions for late fees and interest

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837 charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also
838 adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

839 If the Association incurs administrative fees or expenses as a result of collecting delinquent
840 amounts, the Owner shall be personally obligated to reimburse the Association these fees.

841 If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the
842 Association, the Owner shall be personally obligated to pay any collection costs or expenses for the
843 sending of collection letters or other correspondence or communication prior to the filing of legal action,
844 or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

845 The Association may bring an action at law against the Owner personally obligated to pay the
846 same or to foreclose the lien against the property, or both, and there shall be added to the amount of such
847 account balance the costs of preparing the collection notices and letters, preparing and filing the
848 complaint in such action, interest and late fees on any assessment as above provided, and reasonable
849 attorneys' fees, together with the costs of the action.

850 In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or
851 other payment due to the Association shall not be eligible to vote, either in person or by proxy; to be
852 elected or serve on the Association's Board of Directors; or to use any of the Common Area facilities, if
853 any, pursuant to the provisions set forth in the Declaration, Articles and/or these Bylaws.

854
855 **Section 2. Fiscal Year.** The fiscal year of the Association shall begin at the beginning of the
856 first day of January in each calendar year and end at the close of the last day of December of the same
857 calendar year.

862
863 **ARTICLE XI**

864
865 **Rules and Regulations; Enforcement**

866
867
868 **Section 1. Rules and Regulations.** The Board shall have the authority to create, adopt, revise,
869 amend or alter from time to time such additional rules and regulations with respect to use, occupancy,
870 operation, enjoyment, and architectural additions or modifications of the Property, including the
871 individual lots, streets (whether public or private), common areas, and any other portion of the Property,
872 including the personal conduct of the members and guests thereon, as in the sole discretion of the Board
873 are deemed necessary or advisable. Copies of any rules and regulations adopted by the Board must be
874 delivered to all owners at their last known address.

875 All rules, regulations, policies, procedures and guidelines shall be binding and enforceable upon
876 each and every lot and member, including all occupants, guests and invitees of any lot or member, in
877 the Development the same as if it were expressly set forth in the Declaration itself. Any rules,
878 regulations, policies, procedures and guidelines adopted by the Board may be specifically overruled,
879 cancelled, or modified by the Board or at a duly called and constituted regular or special meeting of the
880 members by a majority vote of all eligible members of the Association.

881
882 **Section 2. Enforcement In General.** Any party to whose benefit the Declaration or these Bylaws
883 inures, including the Association, any Committee, or any individual owner, may proceed at law or in
884 equity to prevent the occurrence or continuation of any violation of the Declaration or these Bylaws, or
885 any rules, regulations, policies, procedures or guideline adopted thereto, but neither the Association or
886 any Committee shall be liable for damages of any kind, including legal fees and costs, to any person for
887 failing to enforce or carry out any of the provisions of the Declaration or these Bylaws.

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Section 3. Costs and Attorney Fees. The provisions of the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines for Cedar Springs, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in Cedar Springs. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board or the Architectural Committee, each owner in violation shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines of Cedar Springs, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, self-help, or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said provision, restriction, rule, regulation or architectural guideline.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles or Bylaws, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

These remedies are adopted herein to maintain the intent and spirit of the Declaration, Articles or Bylaws that the Association and its members should not be penalized or suffer a financial loss to the Association's operating budget for the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

ARTICLE XII

Amendments

Section 1. Amendments. The Board of Directors of the Association shall have the power, without the assent of the members, to make, alter, amend or repeal the Bylaws.

Section 2. Recording. While the Code of Bylaws does not have to be recorded under Indiana law, if the Board decides at any point in time to record the Bylaws, the Bylaws, including all future amendments or changes thereto, must be executed by the President and Secretary of the Board and recorded in the Office of the Marion County Recorder before becoming effective.

Section 3. Document Conflicts. In the case of any conflict between the Declaration and the Articles, the Declaration will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control. In the case of any conflict between the Articles and these Bylaws, the Articles will control.

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47 **WHEREAS**, the Association was incorporated pursuant to the Declaration as a non-
48 profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by,
49 the Indiana Secretary of State on July 18, 1994; and

50
51 **WHEREAS**, the Association's Initial Board of Director(s) adopted a Code of Bylaws
52 (hereinafter "Bylaws") for the Association and the Homeowners within Cedar Springs; and

53
54 **WHEREAS**, the Articles of Incorporation, Article IX, Section 9.02, states that the Board
55 of Directors of the Corporation shall have the power, without the assent of the Members, to
56 make, alter, amend or repeal the Bylaws; and

57
58 **WHEREAS**, the Bylaws, Article X, Section 1, states that the Bylaws may be amended at
59 a regular or special meeting of the Members by a vote of a majority of a quorum of members
60 present in person or by proxy, a requirement that is inconsistent with the Articles of
61 Incorporation; and

62
63 **WHEREAS**, the Articles, Article IX, Section 9.11, and the Bylaws, Article X, Section 2,
64 both state that in case of an inconsistency between the Articles and Bylaws, the Articles will
65 control, which is supported by Indiana Code 23-17-3-8(b); and

66
67 **WHEREAS**, pursuant to Indiana Code 23-17-3-8(b), and Article IX, Section 9.02, of the
68 Articles, the Board of Directors desires to repeal the current Bylaws of the Association and adopt
69 a Revised and Restated Code of Bylaws for the Association; and

70
71 **WHEREFORE**, pursuant to the authority granted to the Board of Directors, this Revised
72 and Restated Code of Bylaws is hereby adopted. This Revised and Restated Code of Bylaws
73 does not conflict in any manner with any provision contained in the Declaration or the Articles,
74 and it is the intention of the Association that this Code of Bylaws shall replace all formerly
75 adopted Bylaws and any amendments thereto.

76
77
78 **[End of Recitals]**

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ARTICLE XIII

The Indiana Nonprofit Corporation Act of 1991

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these Revised and Restated Bylaws, are hereby incorporated by reference in and made a part of these Revised and Restated Bylaws.

[End of Bylaws]

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952 The undersigned hereby certifies that this Revised and Restated Code of Bylaws for Cedar Springs
953 Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors
954 at a duly called and constituted meeting and that all other requirements for amending the Code of Bylaws
955 have been met.

956 CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.

958
959 Susan McArdle
960
961 President

10-9-12
Date

962 SUSAN McARDLE
963
964 Printed Name of Director

965
966 ATTEST:

967
968
969 Linda Laurie
970
971 Secretary Treasurer

10/9/12
Date

972 Linda Laurie
973
974 Printed Name of Director

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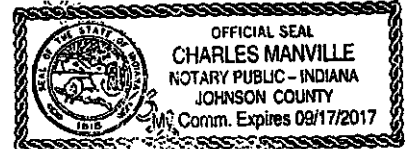
980 COUNTY OF MARION)
981)

982 Before me a Notary Public in and for said County and State, personally appeared
983 Susan McArdle and Linda Laurie, the President
984 and Secretary, respectively, of Cedar Springs Homeowners Association, Inc. who acknowledged execution of the
985 foregoing Revised and Restated Code of Bylaws for Cedar Springs Homeowners Association, Inc. and who, having
986 been duly sworn, stated that the representations contained herein are true.

987 Witness my hand and Notarial Seal of this 9th day of October, 2012.

988
989
990 [Signature]
991
992 Notary of Public - Signature

Stamp:



993 Charles Manville
994
995 Printed

996
997 I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security
998 number in this document, unless required by law. -Scott A. Tanner
999

1000 This document was prepared by and should be returned to:
1001 Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237

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REVISED AND RESTATED

CODE OF BYLAWS

for

CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the corporation is "Cedar Springs Homeowners Association, Inc." (also referred to as "Corporation" or "Association").

Section 2. Principal Office and Resident Agent. The name and post office address of the registered office of the Association is: Cedar Springs Homeowners Association, Inc., P.O. Box 29476, Indianapolis, IN 46229, or as updated from time to time with the Indiana Secretary of State's Office.

The registered agent of the corporation is currently: Linda Laurie, 426 Blue Springs Drive, Indianapolis, IN 46239. However, it should be noted that the registered agent may be a member of the Board of Directors, hired management agent, or other professional representing the Association and can potentially change from year to year. Therefore, the current registered agent of the Association may be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

Until the Board of Directors otherwise determines, the registered office of the Association shall be the registered place of business of the Association, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law, and need not be identical to the registered place of business of the Association.

ARTICLE II

Definitions

Section 1. "Act" means the Indiana Nonprofit Corporation Act of 1991 and any subsequent amendments thereto.

Section 2. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Corporation filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 3. "Association" or "Corporation" means the Cedar Springs Homeowners Association, Inc.

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Section 4. "Board of Directors" means the Board of Directors of the Corporation.

Section 5. "Bylaws" means the most current Code of Bylaws, including any amendments or revisions, adopted by the Association.

Section 6. "Declarant" or "Developer" means Crossmann Communities Partnership, an Indiana general partnership and its successors and assigns.

Section 7. "Declaration" refers to the Declaration of Covenants, Conditions and Restrictions of Cedar Springs that was recorded with the Office of the Marion County Recorder on July 15, 1994, as Instrument #1994-0110188, and all subsequent amendments thereto.

Section 8. "Director" means a member of the Board of Directors either elected or appointed in accordance with these Bylaws.

Section 9. "Owner" also referred to as "Member" or "Lot Owner", means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property", "Properties", "Real Estate", "Development" and "Tract" shall mean and refer to the real estate described in the Declaration, identified in the exhibits attached to the Declaration, and/or set forth on the various recorded Plats of the Cedar Springs Development, and any property subsequently annexed thereto pursuant to the Declaration.

Section 11. All other terms used in these Bylaws not set forth herein are to be interpreted as defined and used in the Declaration.

ARTICLE III

Membership, Meetings, and Voting Rights

Section 1. **Membership:** Reference is hereby made to the Declaration and Articles which set forth terms, provisions, and conditions governing and relating to membership in the Association and the transfer of membership and voting rights of classes of members, all of which terms, provisions and conditions are incorporated herein by reference.

Section 2. **Quorum and Adjournments:** Except as otherwise stated herein, at any meeting of the membership, unless otherwise stated in these Bylaws or in the Declaration, the presence of members, in person or by proxy, entitled to cast five percent (5%) of the total number of valid and eligible owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws. If a member has had his voting rights suspended pursuant to the Declaration, Articles or these Bylaws, that vote is not considered a valid or eligible vote toward calculating quorum requirements. After a member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided in the Declaration, Articles or these Bylaws, each question or action will be deemed passed if approved by a simple majority of the eligible votes cast by the members present, in person or by proxy, at a meeting at which a quorum is present.

IC 36.2.7

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179 In the event a quorum is not present at any meeting called under authority of these Bylaws, that
180 meeting may be adjourned to another date not more than sixty (60) days later. At this subsequent
181 meeting, or meetings, the quorum shall be satisfied simply by the total number of valid and eligible owner
182 votes in attendance at the meeting, either in person or by proxy. However, no subsequent meeting(s) may
183 be called more than sixty (60) days after the preceding meeting without providing new notice to the
184 members.

185 The quorum for meetings at which: a) an increase of more than ten percent (10%) of the annual
186 assessment from the previous year is to be voted upon, or b) a special assessment is to be voted upon, the
187 presence of owners, in person, by ballot or by proxy, entitled to cast sixty percent (60%) of the total
188 number of eligible voting owner votes shall constitute a quorum at the first meeting. If a sixty percent
189 (60%) quorum is not met at the first meeting for one of the above issues, then a subsequent meeting(s)
190 may be called within sixty (60) days, and the quorum requirement at the subsequent meeting(s) shall drop
191 by one-half of the quorum requirement at the preceding meeting until a meeting where quorum exists is
192 held. However, no subsequent meeting(s) may be called more than sixty (60) days after the preceding
193 meeting.

194
195 **Section 3. Meetings:** Meetings of the Members of the Association will follow these provisions:

196
197 A. **Place.** Meetings of the Members are to be held in Marion County, Indiana, at a place
198 selected by the Board of Directors of the Association.

199
200 B. **Annual Meeting.** The Board of Directors of the Association will set a date for the
201 Association's Annual Meeting to be held each year. The only limitation to setting the
202 date for the Annual Meeting is that the Annual Meeting must be held no more than fifteen
203 (15) months after the previous annual meeting. However, the specific date, time and
204 place of the Annual Meeting are to be determined by the Board of Directors. At each
205 Annual Meeting, the Members may conduct director elections, unless a separate date for
206 director elections is used, and transact any other Association business to be properly
207 addressed at the meeting.

208
209 C. **Special Meeting.** A Special Meeting of the Lot Owners may be called by: a) the
210 President; b) resolution approved by a majority of the Board of Directors; or c) by written
211 petition signed by at least ten percent (10%) of the lot owners. The petition must be
212 presented to the President or Secretary of the Association and must state the purpose(s)
213 for which the Special Meeting is to be called. A Special Meeting may be called by the
214 membership only to address items that are within the member's authority to review and
215 vote upon. The percentage required for a quorum has no impact on the percentage of
216 owner's necessary to approve an amendment to the Declaration.

217 The Board of Directors has thirty (30) days from the date the Secretary receives a
218 properly signed petition from the members to send a notice to the membership calling the
219 requested Special Meeting. The purpose(s) of the Special Meeting, along with the date,
220 time and location of the Special Meeting must be stated in the meeting notice sent to the
221 lot owners. No business shall be transacted at a Special Meeting except as stated in the
222 notice of the meeting, unless all the lot owners are present.

223 It should be noted that according to the Act the members may not call or hold a
224 Special Meeting of the members without first submitting a petition, signed by not less
225 than ten percent (10%) of the members, asking that the Board of Directors call a Special
226 Meeting as set forth above. If the Board refuses to call a Special Meeting of the members
227 after receiving a proper petition from the members, then the members may call a Special
228 Meeting of the membership on their own.

Under IC 36-2-7

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230 D. **Notice of Meetings.** Except as otherwise stated herein, written or printed notices stating
231 the place, day and hour of a meeting and, in case of a special meeting, the purpose or
232 purposes for which the meeting is called shall be delivered or mailed by the Secretary of
233 the Corporation to each member of record of the Corporation entitled to vote at the
234 meeting, at such address as appears upon the records of the Corporation, at least ten (10)
235 days before the date of the meeting, but not more than sixty (60) days prior to the
236 meeting.

237 Notices of any meeting may be mailed by first class U.S. Mail. Notices of
238 meetings may also be hand-delivered to an owner's residence. If the owner consents to
239 electronic service, then notice of meetings may be provided to owners by email or
240 postings on the Association's website, if the Association has one.

241 Notice of any meeting of the members may be waived in writing by any owner or
242 by the owner's attendance at the meeting in person, by proxy or by ballot.

243 For meetings at which: a) an increase of more than ten percent (10%) of the
244 annual assessment from the previous year is to be voted upon, or b) a special assessment
245 is to be voted upon, the notice of such meeting must be sent to all Members at least thirty
246 (30) days in advance of the meeting date and not more than sixty (60) days before the
247 meeting date.
248

249 E. **Order of Business.** The order of business at meetings of the members shall, to the extent
250 applicable, be as follows:

- 251 1. Call to Order.
- 252 2. Reading of minutes of preceding meeting.
- 253 3. Reports of officers.
- 254 4. Reports of committees.
- 255 5. Treasurer's Report and review of Annual Budget (if an annual meeting).
- 256 6. Election of director(s) (if an Annual or Election meeting).
- 257 7. Unfinished business.
- 258 8. New business.
- 259 9. Adjournment.

260
261
262 **Section 4. Voting at Meetings.**
263

264 A. **Voting Rights.** Unless otherwise suspended, each Lot is entitled to cast one (1) vote on
265 each issue properly brought before the membership. In the event any Lot is owned by more
266 than one person, the owners must decide among themselves which owner is entitled to vote
267 at a meeting of the members. In the event the lot is owned by a corporation or other entity,
268 that entity may appoint a representative to cast the vote(s) for the lot.

269 B. **Proxies.** A member may vote either in person or by his duly appointed proxy. Where a
270 member's vote is by proxy, the member must designate his proxy in writing and deliver it to
271 the Secretary of the Corporation or any other officer or agent of the Association, authorized
272 to tabulate votes. The proxy is effective once it is received by the Association.

273 A proxy must contain the member's printed name, address or Lot number, the member's
274 signature, and the date the proxy is executed (signed). A proxy is only valid for eleven (11)
275 months from the date of its execution unless a longer or shorter period of validity is
276 expressly set forth in the proxy. A proxy may be revoked in writing by the member prior to
277 being exercised or by the member's personal attendance at the meeting where the vote is to
278 be taken.
279

280 If a member signs more than one proxy appointment, the latest in time, if possible to
281 determine, is considered to be valid. If a member signs more than one (1) proxy to be used
282 at a particular meeting, and it cannot be determined which proxy is the latest in time, then
283 none of the member's proxies shall be counted or voted.
284

285 **Majority Required.** Except as otherwise provided in the Declaration, Articles, these
286 Bylaws, or Indiana law, each question or action voted upon at any member meeting will be
287 deemed passed if approved by a simple majority of the eligible votes cast by the members
288 present, in person or by proxy, at the meeting at which a quorum is present.
289

- 290 D. **Suspension of Voting Rights.** No member shown on the books or management accounts of
291 the Association to be more than thirty (30) days delinquent in any payment due to the
292 Association shall be eligible to vote, either in person or by proxy.

293 For purposes of this provision, the thirty (30) day period begins on the first day of the
294 fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its
295 authority as set forth in the Declaration, whichever is later in time. If the amount due to the
296 Association is for an obligation other than assessments, such as reimbursement for a
297 covenant violation or court judgment, then the thirty (30) day period shall start on the date
298 the amount became due.

299 The term "payment" means the payment of all amounts due to the Association, including
300 any assessments, collection fees, interest, late fees, attorney fees, court costs, or other sums
301 that are owed to the Association. As a result, if any owner is paying the Association on a
302 payment plan or agreement, and that payment arrangement does not pay the entire amount
303 due to the Association within thirty (30) days of becoming due, then that owner's voting
304 rights will stay suspended until the entire amount due to the Association is paid in full.

305 In addition, payment of delinquent accounts by any method other than cash at a meeting
306 where a vote will be held does not end any suspension under this provision until the funds
307 from the payment are actually received by the Association. The Board of Directors is free to
308 adopt additional rules regarding the suspension of voting rights as they deem necessary or
309 appropriate for the failure of an owner to pay any sums owed to the Association.

310 Furthermore, the Board of Directors of the Association, after declaring the existence of
311 such violation, shall have the right to suspend the voting rights of any member during the
312 period of any continuing violation of the Declaration, the Articles or these Revised and
313 Restated Bylaws.
314

315 **Section 5. Action by Written Ballot, Etc.** Any action required or permitted to be taken at any
316 meeting of the members may be taken by written ballot with or without a meeting if the Association
317 delivers a written ballot to every owner eligible to vote on the matter. To be valid, the ballot must
318 contain:

- 319 a) the printed name of the lot owner;
320 b) the signature of the lot owner;
321 c) the lot(s) owned or being purchased by the lot owner; and
322 d) the date the ballot is being signed.
323

324 Approval by written ballot is only valid if:

- 325 a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to
326 be present at a meeting authoring such action; and
327 b) the number of approvals equals or exceeds the number of votes required to approve the matter
328 at a meeting.
329

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330 The written ballot must set forth each proposed action and provide an opportunity for the owner
331 to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must
332 indicate:

- 333 a) the number of responses needed to meet the quorum requirements;
- 334 b) the percentage of approvals necessary to approve each matter, other than the election of
335 directors; and
- 336 c) specify the time by which a ballot must be received by the Association to be counted.

337
338 If a meeting is to be held, then ballots may be mailed or personally delivered to the Association's
339 registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast
340 by owners NOT attending the meeting must be RECEIVED at the Association's registered office by the
341 end of business at least two (2) calendar days prior to the date of the meeting in order to be counted.
342 Unless otherwise stated on the ballot, any ballots received less than two (2) calendar days prior to the
343 meeting date will not be counted.

344 If a meeting is NOT to be held, then owners must mail or personally deliver their ballot to the
345 Association's registered office by the due date stated on the ballot.

346 Only official ballots sent to the owners by the Association will be accepted. Unofficial ballots
347 will not be counted. Ballots must be received by the Association in a sealed envelope; ballots in open or
348 unsealed envelopes will not be counted. Each owner must fully fill out the ballot, print their name and
349 address and sign the ballot. The Board of Directors may adopt additional voting procedures for
350 submitting and processing ballots.

351 If an owner signs or submits more than one ballot, the latest in time, if possible to determine, is
352 considered to be valid. However, if an owner signs or submits more than one ballot, and it is not possible
353 to determine which ballot is to be used, the Board may reject all ballots submitted by that owner.

354 In addition, voting and meeting participation may be held or performed in any manner set forth in
355 the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to
356 participate in Association actions.

357
358 **Section 6. Record Date.** For all annual and special meetings of the Association where elections
359 or voting on any matters will be conducted, the record date for determining the owners entitled to notice
360 and eligible to vote at the meeting shall be forty-five (45) days prior to the date of the meeting. To be
361 clear, it is the owner's status as of the record date, not the date of the meeting, which determines whether
362 the owner is entitled to vote, be elected to the Board of Directors, etc.

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365 **ARTICLE IV**

366 **Nomination and Election of Directors**

367
368
369 **Section 1. Nominations.** Nominations for the Board of Directors may be made by any Owner
370 from those persons eligible to serve. Such nominations may be made in writing and presented to the
371 Secretary of the Association prior to the date of the annual or election meeting. The Board has the
372 authority to set a deadline date for submitting written nominations prior to the annual or election meeting.

373 If an insufficient number of written nominations are received prior to the date of the annual or
374 election meeting to fill all Board positions open for elections at the annual or elections meeting, then oral
375 nominations will be accepted from the floor prior to voting on any open Directorship position.

376 If a sufficient number of written nominations are received prior to the date of the annual or
377 election meeting to fill all Board positions open for election, then the presiding officer of the meeting has
378 the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept additional oral
379 nominations from the floor, prior to voting on any open Directorship position.

380

IC 36.2.7

381 **Section 2. Election.** Voting on each position for the Board of Directors shall be by paper ballot
382 containing the signature, printed name and address of the Owner or his proxy casting the ballot. Written
383 balloting may be waived by proper motion at the annual or election meeting and voting conducted by a
384 voice vote or show of hands in circumstances where the number of nominees does not exceed the number
385 of Board positions open for election (i.e. 2 nominees for 2 open directorships).

386 Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for
387 as many nominees as are to be elected; however, cumulative voting shall not be allowed. Those persons
388 receiving the highest number of votes shall be elected.

389 If there is a tie for a directorship position(s), the nominees involved in the tie may agree to the
390 end result without the need for a new run-off vote. If the nominees cannot resolve the election dispute by
391 agreement, then the presiding officer shall have the sole discretion to decide the issue by either: 1)
392 conducting a run-off ballot vote by the members; 2) draw from a hat; or 3) the flip of a coin.

393 In the event no quorum is present at an annual or election meeting of the Association, or if a
394 sufficient number of candidates cannot be found to fill all open Board vacancies at the annual or election
395 meeting, whether by slating, written petition or oral nomination, then the remaining members of the
396 Board of Directors may fill any directorship positions open for election at the annual or election meeting.
397 Any Director so appointed to fill an open position on the Board of Directors shall serve the same term as
398 if elected by the members at the annual or election meeting.

400 **Section 3. Conducting Elections by Ballot.** The election of directors may be conducted by
401 ballot so that owners may select their nominees and send in their votes prior to the annual or election
402 meeting. If the number of written nominations received by the Association before the deadline date
403 exceeds the number of open board positions to be filled at the annual or election meeting, then a ballot
404 will be mailed to each owner for voting on new board members. *If the election of directors is conducted*
405 *by ballot voting, then NO write-in nominations or nominations from the floor of the meeting will be*
406 *accepted so everyone has a chance to vote on the same list of candidates.*

407 If the number of written nominations received by the Association before the deadline date
408 matches the number of open board positions to be filled at the annual or election meeting, then there is no
409 reason to incur the expense of a mailed ballot since all submitted nominees will be elected by default. In
410 this situation, the Board may simply waive ballot voting and accept the submitted nominees by voice vote
411 at the annual or election meeting.

412 If an insufficient number of written nominations are received by the deadline date to fill all Board
413 positions open for election at the annual or election meeting, then ballot voting will not be conducted and
414 oral nominations will be accepted from the floor of the meeting prior to voting on any open Directorship
415 position.

418 ARTICLE V

420 Board of Directors

424 Section 1. Number, Qualifications and Term of Office.

425
426 (a). **Number.** The affairs of the Association shall be governed and managed by the Board of
427 Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The
428 Board of Directors shall be composed of three (3) persons, with the minimum number of Directors being
429 three (3) and the maximum number being five (5). The exact number of Directors may be increased or
430 decreased, as permitted by law, by resolution of the Board of Directors. However, if the number of
431 directors currently serving changes due to the resignation or removal of directors, or if an insufficient