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TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COOL CREEK ESTATES
AND
AMENDED AND RESTATED
CODE OF BY-LAWS OF
COOL CREEK CIVIC ASSOCIATION, INC.

Cross-Referenced Inst. Numbers:
9709700317
2024040111

**AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COOL CREEK ESTATES AND
AMENDED AND RESTATED
CODE OF BY-LAWS OF COOL CREEK
CIVIC ASSOCIATION, INC.**

These Amended and Restated Covenants, Conditions and Restrictions for Cool Creek Estates and the Amended and Restated Code of By-Laws of Cool Creek Civic Association, Inc. were executed as of the date set forth below.

WITNESS THE FOLLOWING:

The Cool Creek Estates subdivision ("Cool Creek Estates") located in Hamilton County, Indiana was established by a certain "Covenants and Restrictions of Cool Creek Estates" ("Covenants") with the By-Laws of the Association filed contemporaneously therewith which was filed January 6, 1997, as **Instrument No. 9709700317** with the Hamilton County Recorder; and

Plats filed with the County Recorder established the Lots and Common Areas situated within Cool Creek Estates; and

The Covenants were amended by an "Amendment to the Covenants and Restrictions of Cool Creek Estates" which was filed October 22, 2024, as **Instrument No. 2024040111** with the Hamilton County Recorder; and

The original developer of Cool Creek Estates caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name Cool Creek Civic Association, Inc. ("Association") to manage the affairs of Cool Creek Estates; and

All Lot Owners within Cool Creek Estates are members of the Association; and

The Board of Directors of the Association recommended that the Owners approve the following Amended and Restated Covenants and Amended and Restated By-Laws; and

The Owners of a majority of the Lots have approved the following Amended and Restated Covenants and Amended and Restated Code of By-Laws, with the written approvals being a part of the Association's permanent records.

NOW, THEREFORE, the Covenants and the Code of By-Laws are hereby amended and restated as follows:

AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COOL CREEK ESTATES

ARTICLE 1 – GENERAL

Section 1.1. Name: The legal name of the homeowners association is Cool Creek Civic Association, Inc. (the “Association”). For purposes of these Covenants, Conditions & Restrictions, the Association shall hereinafter be referred to as the “HOA.”

Section 1.2. Legal Description of Cool Creek Estates Boundaries:

DESCRIPTION	PLAT BOOK #	PAGE #	LOT #
Cool Creek Estates - 1st Sec	3	10	1-36
Cool Creek Estates - 2nd Sec	3	13	36-65
Cool Creek Estates - 3rd Sec	3	21	66-89
Cool Creek Estates - 4th Sec	3	50	90-100
Cool Creek Estates - 5th Sec	3	57	101-119
Cool Creek Estates - 6th Sec	3	73	120-129
Cool Creek Estates - 7th Sec	3	77	130-157
Cool Creek Estates - 8th Sec	3	117	158-186
Cool Creek Estates - 9th Sec	3	141	187-202
Cool Creek Estates - 10th Sec	3	142	203-211
Cool Creek Estates - 11th Sec	4	62-3	212-218

The undersigned owner of the above-described real estate, hereby certifies that he/she has laid off, platted, and subdivided the property in accordance with this plat and certificate. This subdivision shall be known and designated as Cool Creek Estates, first through eleventh sections, an addition to the town of Carmel, Hamilton County, Indiana. The streets, if not heretofore designated, are hereby dedicated to the public.

ARTICLE 2 - EASEMENTS & SET-BACKS

There are strips of ground ten (10) & forty (40) feet in width as shown on the plat and marked “Draining and Utility Easements,” which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building setback lines are hereby established as shown on this plat. No building, structure, or part thereof shall be erected, placed, or maintained between such setback lines and the street property lines.

No building, structure, or accessory building shall be erected closer to the side of any lot than ten (10) feet. However, any proposed construction closer than fifteen (15) feet to the side of any lot must be approved by the building committee. Where buildings are erected on more than one single lot, this restriction shall apply to the sidelines of the extreme boundaries of the multiple lots.

In the event a lot owner receives a variance or exception from the city of Carmel, the Board may, but is not obligated to consider and approve a corresponding variance under these Covenants in its sole discretion. Any such approval shall be case-specific and shall not constitute a waiver or precedent for future decisions.

ARTICLE 3 - RESIDENTIAL BUILDINGS

All lots in this subdivision shall be known and designated as residential lots. No structure, including aerial towers, shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars in width which conforms to the remaining building codes and covenants and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1,200) square feet for a one-story structure, and not less than nine hundred (900) square feet for each story of a multi-story structure, provided that no multi-story structure shall contain less than a total of fifteen hundred (1,500) square feet of finished, habitable floor area.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specification and plot plan showing the locations of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE 4 - NON-PERMITTED BUILDINGS

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the building during construction of a proper structure. There shall be no boats, boat trailers, mobile homes or recreational vehicles (RVs) permitted to be stored for more than three (3) days in any four (4) week period on property visible from the street. Boats, boat trailers, mobile homes, or RVs shall also not be permitted to be stored on the street.

Guest houses and accessory dwelling units (ADUs) are strictly prohibited on any lot less than one (1) acre in size.

ARTICLE 5 – RENTAL PROPERTIES

Section 5.1. Definitions: For purposes of this Article, a “Rental Residence Unit” is defined as a single family dwelling located within the community that does not qualify as a homestead (individual’s principal place of residence). This includes properties owned by a corporation, partnership, limited liability company, or other entity. A “Rental Residence Unit” is subject to these Covenants and Restrictions and governed by the HOA.

Section 5.2. Limits on the Number of Leased Residence Units (“Rental Cap”): No more than five percent (5%) of the Residence Units may be leased or rented to non-owner occupants at any given time, except as otherwise provided in these Covenants and Restrictions. If at any time the number of leased Residence Units reaches this limit, an Owner who desires to lease or rent their Residence Unit shall be placed on a waiting list maintained by the Board. When an existing tenant moves out, the Owner of that Residence Unit shall immediately notify the Board and that Residence Unit may not be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Residence Units. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of that Owner’s intent to lease their Residence Unit. After receiving such notice, the Board shall advise the Owner if their Residence Unit may be leased or whether the maximum number of Units within Cool Creek Estates are currently being leased. If the maximum number of Units is being leased, the Board shall also notify the Owner of that and the Owner’s position on the waiting list.

Section 5.3. Effective Date of “Rental Cap” on Existing Rentals: Within fifteen (15) days after the date on which these Covenants are recorded in the Office of the Recorder of Hamilton County (the “Recording Date”), the Board shall provide written notice to all Owners setting forth the Recording Date. The Rental Cap provisions shall not apply to the Owner of any Residence Unit in Cool Creek Estates which, as of the Recording Date, is rented or leased by its Owner to a non-owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Board (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord’s Residence Unit (or Units) which is in effect as of the Recording Date. Those Residence Units will be referred to as

“Grandfathered Units”. Such lease copies may have the rental amount deleted, together with any personal identifying information such as social security numbers. When the legal owners of record of any Grandfathered Unit sells, transfers or conveys such Residence Unit(s) to another Owner after the Recording Date, such Unit(s) shall immediately become subject to the provisions under Section II of Article V.

Section 5.4. Limits of the Number of Leased Residence Units: Any Residence Unit approved for lease under the exceptions provided in this Article shall still be counted toward the maximum of five percent (5%) of Residence Units that may be rented at any given time, even if the rental cap does not otherwise apply to the Owner of a Grandfathered Unit.

Section 5.5. Certain Residence Units Not Counted as Rentals: These provisions will not apply to any situation where:

- 1) The rental of a dwelling where the Owner(s) resides in the dwelling and leases to individuals or a family while they are absent from the City of Carmel for a time period not exceeding six (6) months, and who intends to return to their dwelling at the expiration of the lease period;
- 2) The rental of the dwelling where the Owner or Owner(s) who resided in the dwelling are active members of the military and have been deployed;
- 3) The rental of the dwelling to a legal dependent or immediate family member of the Owner(s);
- 4) The rental of the dwelling where the Owner of the dwelling has received the dwelling as an inheritance following the death of the previous Owner. Any subsequent leasing of the property is subject to these Covenants and Restrictions and governed by the Board.

Section 5.6. Exceptions and Waivers: If an Owner wishes to rent or lease their Residence Unit but the maximum number of Units are currently leased, the Owner may request that the Board waive the “rental cap” and approve a proposed lease if the Owner demonstrates to the Board’s satisfaction that the “rental cap” would create special circumstances warranting an exception. If a majority of the entire Board approves the Owner’s request in writing, the Board may permit the Owner to rent or lease the Unit, subject to any additional conditions or limitations imposed by the Board at its discretion, provided the Owner satisfies all other requirements of these Covenants and Restrictions. Such decision shall be at the sole discretion of the Board. Examples of situations that may justify an exception include:

- 1) The rental of the dwelling where the Owner(s) who resided in the dwelling has experienced a death, divorce, transfer to assisted living or other life situation which has necessitated them to vacate the dwelling in the last year, and they would experience an undue hardship if they sold the dwelling. The Owner(s) may submit an affidavit affirming the circumstances that led to the undue hardship outlined herein; however, the owner(s) are not obliged to disclose personal medical information, nature of disability, or any other

information deemed confidential pursuant to any applicable state or federal law, rule, or regulation;

- 2) Necessary relocation to another residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Cool Creek Estates due to a change of employment of at least one (1) of such Owners;
- 3) Necessary relocation of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- 4) Difficult real estate market conditions.

Section 5.7. General Lease Conditions: Written Leases: All leases, including renewals, shall be in writing. No lease shall have a term of less than one (1) year without the prior written approval of the Board.

- 1) Entire Unit: Only the entire Residence Unit may be leased; no portion of a Residence Unit may be leased for any period. Subleasing is strictly prohibited.
- 2) Subordination and Compliance: All leases shall be expressly subject and subordinate in all respects to the terms of this Declaration, the Bylaws, Articles of Incorporation, and any rules and regulations adopted by the Board, as amended. Leases shall grant the HOA and/or any Owner the right to take direct action against the tenant, with or without joining the Owner. If such provisions are not included in the lease, they shall be deemed incorporated automatically.
- 3) Tenant Documentation: The Owner shall provide tenants with copies of all governing documents prior to the effective date of the lease. Owners who do not reside in their home must provide the Board with the names of all tenants and any other residents living in the home, along with verification that tenants are not listed on the Indiana Sex Offender Registry.
- 4) Owner Compliance: The Owner must be current on all HOA dues, including any delinquent amounts, to be eligible to lease their Residence Unit.
- 5) Short-Term Rental Prohibition: No Residence Unit may be leased, rented, or otherwise operated on a hotel, transient, or short-term rental basis for any term of less than twelve months. This prohibition includes, but is not limited to, the use of short-term rental platforms through which unaffiliated parties offer the Residence Unit or a portion thereof for rent and collect consideration from the occupant.
- 6) Rent-to-Own/Land Contract Agreements: Tenants under a rent-to-own agreement shall only be considered members of the HOA if the agreement is properly recorded with Hamilton County.

Section 5.8. Three Year Waiting Period: In addition to all other provisions, for a period of at least three (3) years after an Owner's acquisition of a Residence Unit, said Owner cannot lease such Unit. After such time, said Residence Unit will be eligible to be leased if all other conditions are satisfied and provided further that the Owner is not delinquent in the payment of

any assessments or other charges to the HOA. Notwithstanding, if an Owner wishes to lease a Unit prior to the end of the three (3) year waiting period, the Owner may apply to the Board for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Article 5, Section 5.6: Exceptions and Waivers.

Section 5.9. Owner is Still Liable: No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the HOA and the other Owners for compliance with the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and any rules and regulations promulgated by the Board, or from the Owner's liability to the HOA for payments of assessments or any other charges.

Section 5.10 Association's Copy of Lease: A copy of each lease executed by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

Section 5.11 Violations: Any lease or attempted lease of a Residence Unit in violation shall be voidable by a vote of the HOA's Board. In the event of a violation, the Board, on behalf of the HOA, or any Owner, shall have the right to exercise any and all available remedies at law or equity. In the event of successful enforcement by an Owner or the HOA of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 5.12 Institutional Mortgages: The provisions set forth shall not apply to any institutional mortgagee of any Residence Unit which comes into possession of the Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Residence Unit is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by these provisions.

Section 5.13 Burden of Proof: Anything to the contrary herein notwithstanding, if at any time a Residence Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Unit is being leased and subject to these provisions and the Owners shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation, including but not limited to the delivery to the Board of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. Any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Residence Unit.

ARTICLE 6 – EXTERIORS

Section 6.1 Landscaping: Homeowners are responsible for maintaining the appearance of their outdoor spaces. Lawns must be regularly mowed, shrubs trimmed, and trees properly cared for. Fallen branches, leaves, and other natural debris should be removed in a timely manner to contribute to the overall upkeep of the neighborhood.

Section 6.2 Fencing: Fences must not be placed along lot lines or in a way that blocks reasonable access to light, air, or visibility. All fences must be kept in good condition and should be installed in a manner that encloses and enhances the property without negatively affecting neighboring lots. No fences may be installed between the front property line and the building setback line unless they are decorative and do not exceed three feet six inches (3'6") in height.

Section 6.3 Sight Lines & Visibility: On corner lots, no fence, wall, hedge, or planting that obstructs visibility between two (2) and six (6) feet in height may be placed or maintained within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection. Trees located in these areas must have their lower branches pruned to maintain clear sight lines for safety.

Section 6.4 Sidewalks & Public Safety: Homeowners are responsible for keeping sidewalks adjacent to their property safe and accessible. This includes repairing heaved pavement, deteriorated surfaces, and sunken areas, as well as removing snow, ice, and natural debris. Sidewalks and nearby bus stop locations must be cleared of snow and ice within twenty-four (24) hours after snowfall ends. Leaves, branches, and other obstructions should be removed regularly from sidewalks. Trees and shrubs must not hang over sidewalks in a way that interferes with safe pedestrian use and should be trimmed to prevent injury or obstruction. Parking on or across sidewalks, or in any way that blocks pedestrian access, is strictly prohibited.

Section 6.5 Garbage & Yard Waste: Garbage cans and lawn bags may not be placed at the curb more than one (1) day prior to scheduled pickup. Empty garbage cans must be removed from the street and sidewalks within twenty-four (24) hours after collection.

ARTICLE 7 - FARM ANIMALS

No farm animals or fowls shall be kept or permitted on any lot in this subdivision, as well as no domestic animals for commercial purposes. No chickens, roosters, or other poultry of any kind shall be kept, raised, or maintained on any lot within the subdivision, whether for commercial or personal purposes. This restriction applies regardless of the number of animals or the nature of their use.

Chicken coops owned prior to June 1, 2026, are considered grandfathered in and may remain, provided they comply with all applicable city of Carmel code and regulations. Grandfathered approval is property and owner specific, must be documented with the Board, and is non-transferrable.

ARTICLE 8 - WATER LINES

No private or semi-private water supply other than for lawn watering and external to the residential application, and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot herein except as approved by said health authority.

ARTICLE 9 - NUISANCES

No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE 10 – ACCESSORY STRUCTURES

Section 10.1 Sheds: All sheds and similar accessory structures must receive prior written approval from the HOA Board before construction begins. Sheds must comply with all applicable municipal setback requirements and shall be maintained in good condition, including regular upkeep of roofing, siding, and other exterior materials. Any deteriorating or unsafe accessory structures must be removed. The design, materials, and color palette of the shed must be consistent with and complementary to the primary residence on the lot.

Sheds shall be limited to one per residential lot, constructed as a single-story building with a maximum height of twelve (12) feet at the roof peak. The total footprint of the shed shall not exceed one hundred twenty (120) square feet.

Sheds installed prior to June 1, 2026, are considered grandfathered in and may remain, provided they are maintained in good condition and in compliance with general upkeep standards. Any replacement or substantial reconstruction of such sheds must receive prior approval from the HOA Board and must meet all current design and zoning requirements.

Section 10.2 Playsets: Play structures, and playhouses shall not be considered accessory structures under this Article, provided they meet the following criteria:

- 1) They are clearly designed and used for children's recreational purposes;
- 2) They are not used for storage or habitation;
- 3) They do not exceed fifty (50) square feet in enclosed area; and
- 4) They are located in the rear yard with a minimum setback of five (5) feet from all property lines.

ARTICLE 11- ALTERNATIVE POWER

Solar panels are permitted provided they are installed solely on the roof of the primary residence. Ground-mounted solar arrays are strictly prohibited. Homeowners are responsible for keeping all solar equipment clean, functional, and visually maintained.

Small-scale wind energy systems for residential use are permitted only if they are mounted on the roofline of the primary residence and do not exceed ten (10) feet in height above the highest point of the roofline. Freestanding wind turbines or systems mounted on poles, towers, or other structures separate from the main building are strictly prohibited.

All installations of alternative power must be approved by the Board prior to installation, be unobtrusive in design, appropriately scaled to the property, and comply with any applicable building codes or permitting requirements. All cords, wiring, and associated equipment for solar panels or wind turbines must be installed as inconspicuously as possible, with efforts made to minimize visual impact from the street and neighboring properties.

ARTICLE 12 - CONFORMANCY

Any suspected violations of Carmel city code should be reported directly to the City of Carmel for review and enforcement by the appropriate municipal authorities. Residents are encouraged to report these issues to the city first, as the Board will defer to city enforcement for matters covered under municipal code before considering any further action by the Board.

All homeowners shall follow the HOA's Covenants, Conditions, and Restrictions (CC&Rs) as adopted and updated by the Board. If any homeowner, their heirs, or assignees violate or attempt to violate any of these covenants, restrictions, or conditions, any other property owner within Cool Creek Estates has the right to take legal action—either to stop the violation or to seek damages or other remedies permitted by law.

The HOA reserves the right to pursue legal action or place a lien on a property for ongoing non-compliance or unpaid fines, in accordance with applicable state laws and the governing documents. Homeowners have the right to request a hearing before the Board concerning any alleged violation or fine. Such requests must be made in writing within 10 days of receiving the violation notice.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is agreed to change said covenant in whole or part by a vote of the majority of the then-owners of the lots in this subdivision.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.

In witness whereof, the owner of the above-described real estate has hereunto caused their name to be subscribed.

AMENDED AND RESTATED CODE OF BY-LAWS OF COOL CREEK CIVIC
ASSOCIATION INC.

An Indiana Nonprofit Corporation

ARTICLE 1 - NAME

Section 1.1. Name: The name of this corporation is Cool Creek Civic Association Inc (hereinafter referred to as “**Association**”).

ARTICLE 2 - IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption: The provisions of these By-Laws shall apply to the Cool Creek Estates (sometimes referred to in these By-Laws as the “**Neighborhood**”) and the administration and conduct of the affairs of the Association.

Section 2.2. Governing Law and Applicability: These By-Laws, together with the Covenants, Conditions and Restrictions for Cool Creek Estates (collectively, the “**Governing Documents**”), shall constitute the governing documents for the Association. All Lots within Cool Creek Estates remain subject to the ordinances, statues, and regulations for the City of Carmel, Hamilton County, and the State of Indiana, as applicable. In the event of a conflict between such government requirements and the Governing Documents, the more restrictive provision shall control.

Section 2.3. Individual Application: Each of the Owners of Lots within Sections One through Eleven of the Neighborhood shall automatically and mandatorily be Members of the Association and be entitled to all the privileges and subject to all of the obligations thereof. (Throughout these By-Laws, the terms “**Owner**” and “**Member**” have the same meaning.) All Owners, by their acceptance of their respective deeds to their Lots covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Covenants and Restrictions of Cool Creek Estates that were recorded in the Hamilton County Recorder’s Office on January 6, 1997, as Instrument No. 9709700317 (hereafter, “**Covenants**”), together with all amendments or supplements thereto, the Articles of Incorporation, the rules and regulations of the Association and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot shall be subject to the rules, restrictions, terms, and conditions set forth in the Covenants, the Articles of Incorporation, these By-Laws, the Indiana Homeowners Association Act currently found at Indiana Code 32-25.5-1-1, *et seq.* (the “**HOA Act**”) (but only to the extent that the provisions of the HOA Act are applicable to the Association since it was created prior to the enactment of the HOA Act), and the mandatory provisions of the Indiana Nonprofit Corporation Act currently found at Indiana Code 23-17-1-1, *et seq.* (the “**Nonprofit Act**”), all as the same may be amended from time to time, and to any rules and regulations adopted by a vote of the Board of Directors as herein provided. The Covenants are incorporated herein by reference.

Section 2.4. Assessments: The amount of assessments for the Association's members shall be recommended by the Board of Directors. The amount of assessments will be fixed on a yearly basis. The actual amount shall be voted on at the Annual Meeting of members. Any assessments not paid within thirty (30) days after the delinquency date shall be subject to a late fee of five dollars (\$5.00) per month until paid. The Board may adjust this late fee by resolution, provided any change is communicated to Members at least thirty (30) days prior to implementation. All such amounts due to the Association shall constitute a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon. The Board may pursue legal or equitable action against any delinquent Owner. Such action may include recovery of all late fees, collection costs, court costs, reasonable attorney's fees incurred by the Association, and necessary, reasonable and customary costs incurred by the Association. These amounts shall be added to the delinquent assessment, secured by the lien, and included in any judgment rendered. Payments received on a delinquent account shall be applied in the following order: (1) court costs and attorney's fees; (2) collection costs; (3) late fees; (4) special assessments; and (5) regular assessments.

ARTICLE 3 - MEETINGS OF THE ASSOCIATION

Section 3.1. Purpose of Meetings: At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, reviewing and approving the annual budget, and for such other purposes as may be required by the Covenants, these By-Laws, the Articles of Incorporation, the HOA Act, or the Nonprofit Act.

Section 3.2. Annual Meeting: The annual meeting for the Members of the Association shall be held in Hamilton County in the month of October, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings: A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the Board of Directors of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may:

- (1) Set the date, time, and place for the special meeting; and
- (2) Send out the notice for the special meeting to the other Members.

Section 3.4. Notice and Place of Meetings: Meetings of the Members may be conducted by videoconference using platforms like Zoom, TEAMS, or Go-to-Meeting in the manner described below in Section 3.5(g). If the Board chooses to hold an in-person meeting of the members of the Association, it must be held at any suitable place in Hamilton County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice. If at any meeting an amendment to the Covenants, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Members at their respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Act before adjournment.

In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by email. Any Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 3.5. Voting:

- 1) Number of Votes: Each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s).
- 2) Multiple Owners: When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be Members of the Association, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- 3) Voting by Corporation, Trust or Other Legal Entities: Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to

which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust. Similar procedures shall be in effect for any other form of legal entity that is not a natural person, such as a limited liability company, limited liability partnership, etc.

- 4) Proxy: An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association or at a designated drop off location prior to the commencement of the meeting. Delivery of a proxy can be by hand delivery, first-class mail, or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed. To be valid, a proxy must contain:

1. The name and address of the Owner who is giving the proxy;
2. The name of the person being appointed as proxy;
3. The date on which the proxy is given;
4. The date of the meeting for which the proxy is given;
5. The signature of the Owner who is giving the proxy; and
6. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken.

- 5) Quorum: Except where otherwise expressly provided in the Covenants, the HOA Act, or the Nonprofit Act, the presence of Owners or their duly authorized representatives or proxy holders (including Owners who participate as described below in Section 3.5(g) such as attending via videoconference or participating by electronic voting) who own at least one-third (1/3) of the total number of Lots shall constitute a Quorum at all meetings. The Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a Quorum. If a quorum is not present, the meeting may be adjourned to a date not more than sixty (60) days later without notice other than announcement at the meeting even though less than a Quorum is present. As used elsewhere in these By-Laws, the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at a meeting at which a Quorum is present.
- 6) Suspension of Voting Rights: To be considered in "Good Standing", an Owner cannot be more than sixty (60) days delinquent in any payment due to the Association. If an Owner is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

- 7) **Manner of Voting and Meeting Participation:** Voting and meeting participation may be held or performed in any manner set forth in the Covenants or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Owners to participate in Association actions. Membership meetings may be conducted by any means through which all participating members can simultaneously hear each other during the meeting, including, but not limited to, videoconference (i.e., Zoom, Teams, Go-to-Meeting). An Owner participating in a meeting by this means is considered to be present in person at the meeting. In the event that the Board elects to hold a membership meeting remotely, the Board shall have discretion to provide for such procedures and to set the terms of use, including, but not limited to, establishing guidelines and procedures governing voting and submission of ballots.

Section 3.6. Conduct of Annual Meeting: The Chair of the annual meeting shall be the President of the Association. However, if the President is not able to participate, the Board shall designate another Board member to serve as the Chair. Business will be conducted in the following order:

- 1) Call to Order & Establishment of a Quorum;
- 2) Reading of Minutes: The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meetings of the Members held subsequent thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) above;
- 3) Reports of Officers;
- 4) Reports of Committees;
- 5) Treasurer's Report: The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the Common Expenses and financial report for the year to date;
- 6) Budget: The proposed budget for the next fiscal year shall be presented to the Members for approval or amendment;
- 7) Election of Board of Directors: Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. If an insufficient number of written nominations are received prior to the date of the Annual Meeting to fill all Board positions open for election at the meeting, then oral nominations will be accepted from the floor prior to voting on Director positions. Voting for the Board of Directors will be by paper ballot or through electronic voting or a combination thereof. However, written balloting may be waived by a Majority of the Vote (as defined in Section 3.5(e) above) and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions (i.e., three nominations for three open positions). The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected. Those persons receiving the highest number of votes shall be elected;

- 8) **Other Business:** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.5(e) above;
- 9) **Adjournment:** Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting. Upon proper Motion and approval of a Majority of the Vote, all annual and special meetings may be adjourned to a later date pursuant to the Nonprofit Act.

Section 3.7. Conduct of Special Meeting: The President of the Association shall act as Chair of any special meetings of the Association. However, if the President is not able to participate, the Board shall designate another Board member to serve as the Chair. The Chair shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Action by Written Ballots: In lieu of any annual or special meeting of the Owners, written ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act. To be valid, the Association must deliver a written ballot to every Owner entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action by returning the ballot by first-class U.S. Mail, email, or through “electronic voting” (as described in Section 3.5(g) above). Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

Section 3.9. Means of Communication: The Association will, to the extent reasonable and possible, make Association matters available online through the Association’s website (if any), electronic newsletters and/or via electronic email, including but not limited to:

- 1) Notices of Annual or Special Meetings;
- 2) Proxies and Ballots;
- 3) Annual Budgets;
- 4) Nominees for the Board of Directors for an upcoming election;
- 5) List of current members of the Board of Directors;
- 6) Recorded copy of the Covenants and all amendments thereto;
- 7) These By-Laws and the Articles of Incorporation and all amendments thereto;
- 8) Architectural or Design Guidelines, if any;
- 9) Architectural Control Request for Change form;
- 10) Rules and Regulations adopted by the Board of Directors;
- 11) Name of, and contact information for, the Association’s property management company,

- if any;
- 12) Invoices, statements or coupon booklets for payment of Assessments;
 - 13) Voting through a secure website or equivalent;
 - 14) Payment of Assessments through a secure website or equivalent.

Section 3.10. Failure to Reach Quorum: As is set forth in the HOA Act and Nonprofit Act, the failure to achieve a quorum at a meeting does not exempt any Owner from, or create an affirmative defense for, any Owner with respect to: (1) the Owner's obligations under the Covenants, the Articles of Incorporation or these By-Laws, or (2) the Owner's obligations to otherwise abide by the provisions of the Covenants, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Directors then in office shall continue to serve as Directors until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified. Alternatively, if a quorum is not present at an annual meeting, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these By-Laws as described in Section 4.3 below.

ARTICLE 4 - BOARD OF DIRECTORS

Section 4.1. Board of Directors: The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of nine (9) persons who each own at least one (1) Lot and who are in Good Standing. A Director must also maintain his or her primary residence within the Neighborhood.

Section 4.2. Additional Qualifications: Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time. Also, to be eligible to be elected to the Board of Directors and to continue to serve on the Board, the Owner must express his or her agreement and willingness to comply with any filing or reporting requirements under federal or state law, including but not limited to those under the federal Corporate Transparency Act.

Section 4.3. Term of Office and Vacancy: Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of three (3) years commencing at the immediate conclusion of the annual meeting. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Association. Any vacancy occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, the Owners shall elect a Director to

serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. A Director may serve any number of consecutive terms.

Section 4.4. Removal of Directors: One or more Directors may be removed by the Owners with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. One or more Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) failing to attend three (3) or more consecutive Board meetings; (b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Covenants, Articles of Incorporation, or these By-Laws; (c) acts of fraud, theft, deception, or criminal behavior; (d) breach or disclosure of confidential Board information or discussions to a person not on the Board; (e) failure or refusal to comply with any filing or reporting requirements under federal or state law, including but not limited to those under the federal Corporate Transparency Act, or (f) any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole. Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

Section 4.5. Compensation: No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by the Owners of a majority of the total number of Lots.

Section 4.6. Meetings and Notice: Regular meetings of the Board of Directors shall be held at least once every six (6) months at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director by electronic mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give notice thereof to the Secretary, who shall, by electronic mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. Such notices will be delivered by electronic means unless a Director elects to receive notices of Board meetings by U.S. mail as provided below. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Nonprofit Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors

through the use of conference telephone or any means of communication (such as Zoom or Go To Meeting) by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

In lieu of electronic notices from the Secretary sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by U.S. Mail, at the address appearing in the records of the Association. Any Director choosing U.S. Mail shall be deemed to have waived the right to receive notices from the Association by electronic mail. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by U.S. Mail and shall thereafter be sent notices by the Secretary pursuant to the above paragraph.

Section 4.7. Open Board Meetings: As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association who are in “good standing” as defined in Section 3.5(f). The Board may meet in private “executive sessions” to discuss owner delinquencies, contract negotiations (i.e., bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Owner participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Covenants and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Owners agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that an Owner is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Owner may be immediately removed from the meeting. In the event that the same Owner repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Owner may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The duration of such suspension shall be determined by the Board, factoring in the egregiousness of the Owner’s conduct and the potential threat to the health, safety and welfare of other Owners.

Section 4.8. Waiver of Notice: Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.9. Quorum: At all meetings of the Board, unless the Nonprofit Act, the HOA Act, or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the

transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.10. Bond: The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a common expense of the Association.

Section 4.11. Informal Action by Directors: Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee. Written consent also may be provided by electronic means.

Section 4.12. Standards of Conduct and Liability of Directors and Officers: The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Nonprofit Act and the HOA Act.

ARTICLE 5 - OFFICERS

Section 5.1. Officers of the Association: The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint Assistant Officers (such as an Assistant Treasurer and an Assistant Secretary) as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the same person shall not perform the duties of the President and Secretary.

Section 5.2. Election of Officers: The Board shall annually elect the officers of the Association at the Board's first meeting following each election thereof. Each officer shall hold office for one (1) year or until his or her successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of the Owners of a majority of the total number of Lots, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. A Director removed from a particular office shall continue to serve on the Board of Directors and may be reappointed to a different office or may serve on the Board without an officer designation.

Section 5.3. The President: The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties

usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. The Vice-President: The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary: The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Association's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer: The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 5.7. Assistant Officers: The Board of Directors may from time to time designate and appoint from among the Owners one or more Assistant Officers (such as an Assistant Treasurer and an Assistant Secretary) who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE 6 - INDEMNIFICATION

Section 6.1. Indemnification of Directors and Officers: To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Act.

ARTICLE 7 - RECORDS OF THE ASSOCIATION

Section 7.1. In General: Current copies of the Covenants, the Articles of Incorporation, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Neighborhood or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the portions of the Neighborhood that are maintained by the Association, all easements, and any other expenses incurred by or on behalf of the Association and the members.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. However, pursuant to the HOA Act, the Association is not required to make available for inspection to a member any records that were created more than two (2) years before the request (or for such different timeframe set forth in the HOA Act as it may be amended in the future). Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

The Association reserves the right to deny any request by a Member for inspection of the Association's roster of members, including mailing addresses of Members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

ARTICLE 8 - MISCELLANEOUS

Section 8.1. Fiscal Year: The fiscal year of the Association shall be the calendar year.

Section 8.2. Personal Interests: No Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 8.3. Contracts, Checks, Notes, Etc: All contracts and agreements entered into by the Association shall be signed by the President, unless otherwise directed by the Board of Directors.

All checks and orders for the payment of money shall be signed by the Treasurer, unless otherwise directed by the Board of Directors.

Section 8.4. Committees: The Board of Directors may appoint committees to carry out the purposes of the Association. Members of such committees may, but need not, be members of the Board of Directors. Committee members may be removed at any time and for any reason. The Board will determine the terms of the Committee members. In the absence of any specifically set term, a Committee member's term will be indefinite.

ARTICLE 9 - GRIEVANCE RESOLUTION PROCEDURES

Section 9.1. Grievance Resolution Procedures: Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

ARTICLE 10 - AMENDMENT TO BY-LAWS

Section 10.1. Amendment: These By-Laws may be amended in the same manner as amending the Covenants.

Date: June 30, 2026

Cool Creek Civic Association, Inc., by:

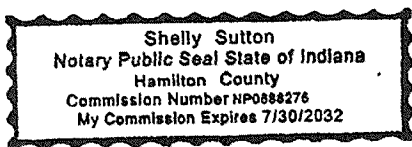
Susan J. McClain President
Susan J. McClain, President

Attest:

Wendi Williams Secretary
Wendi Williams, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a notary public, in and for said County and State, personally appeared Susan J. McClain and Wendi Williams, the President and Secretary, respectively, of Cool Creek Civic Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 30th day of June, 2026.



Shelly Sutton Notary
Public - Signature
Shelly Sutton
Printed

My Commission Expires:

Residence County: Hamilton

7/30/2032

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

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