

21562

Aug. 3, 94
 # Schwardl Easements
 # 15770 through #15776

See Misc Bk 142
 Page 613-612
 Jay Bradley H&A
 COUNTRY MEADOWS ESTATES SUBDIVISION
 COVENANTS, LIMITATIONS AND RESTRICTIONS

1. **NAME.** This subdivision shall be known and designated as Country Meadow Estates a subdivision located in Brownsburg, Hendricks County, Indiana, which subdivision is contained within those three (3) tracts of real estate particularly described on attached Exhibit A.

2. **STREET DEDICATION.** The streets shown and not heretofore dedicated are hereby dedicated to the public.

3. **LAND USE AND PERMITTED STRUCTURES.** All lots of Country Meadow Estates shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage and such other out buildings are usual and incidental to the use of each lot for single-family residential purposes.

4. **TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED.** No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,500 square feet in the case of a one story structure and 1,800 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Building Control Committee.)

b. No single-family dwellings, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobile home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.

c. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. All fencing must be approved by the Building Control Committee.

61

BOOK 138 PAGE

BOOK 13 PAGE 62

d. Every single-family dwelling, garage, out building or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonably landscaped within one (1) year from date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a slightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.

e. No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat. No above ground pools are permitted.

5. BUILDING CONTROL COMMITTEE. The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Country Meadow Estates, Inc. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Country Meadow Estates, Inc. or its designated nominee.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEPTACLES AND TRASH ACCUMULATIONS. Tanks for the storage of fuel may not be placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions nor shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision and except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonable out and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Country Meadow Estates shall have the right to cut any and all weeds of owners of undeveloped and/or unoccupied lots and to make reasonable charges to owners for such work.

9. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH COUNTRY MEADOWS ESTATES PROPERTY OWNERS ASSOCIATION.

A. Creation of the Lien and Personal Obligation of Assessments.

The Developer, being the owner of Country Meadows Estates subdivision hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the

Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Country Meadows Estates subdivision shall be in the amount of \$50.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Country Meadows Estates Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Country Meadows Estates Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the

BOOK 138/653

first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessments under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to

assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer. Each owner of a lot in the Development of Country Meadows Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Lee Whiten and Larry G. Gregory. The Initial Board shall serve for as long as they deem necessary in the development of Country Meadow Estates subdivision.

10. **DRIVEWAYS.** All driveways shall be constructed with portland cement or asphalt. The driveway shall be completed no later than the substantial completion of the construction of the dwelling.

11. **SIDEWALKS.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of construction and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

12. **NUISANCE:** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

13. **UTILITY EASEMENTS AND DRAINAGE.** "Utility Easements" as shown on recorded plat shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements but shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

14. **RIGHTS OF ENFORCEMENT.** In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, Country Meadows Estates, Inc. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan commission shall have the right to enforce these Subdivision Restrictions and pursue any and all remedies, in law or 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 building structure or facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorney's fees and other legal costs and expenses incurred as a result thereof.

15. **GENERAL.** These Subdivision Restrictions may be amended or changed (except paragraphs 5 and 12 hereof which shall not be subject to amendment or change except by Country Meadow Estates, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. The invalidation of any portion of these Subdivision Restrictions by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS THEREOF, Country Meadow Estates, Inc. being the owner of Country Meadow Estates, by all of its officers has caused these Covenants, Limitations and Restrictions to be executed this 8th day of October, 1993.

COUNTRY MEADOW ESTATES, INC.
BY: J. Lee Whiten
President
BY: Matthew G. Gregory
Vice President
BY: Larry G. Gregory
Secretary/Treasurer

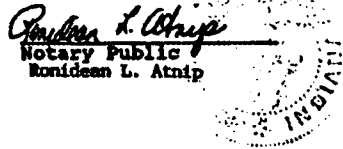
STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared J. Lee Whiten, President, Matthew G. Gregory, Vice President, Larry G. Gregory, Secretary/Treasurer being all of the officers of Country Meadow Estates, Inc. who acknowledged the execution of the foregoing Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of October, 1993.

My Commission expires:
November 6, 1993

County of Residence:
Hendricks

Ronidean L. Atnip
Notary Public
Ronidean L. Atnip


This instrument was prepared by: Lee T. Comer, Attorney-at-Law, 71 W. Marion, P.O. Box 207, Danville, IN 46122, (317) 745-4300.

ENTERED FOR RECORD

OCT 15 1993 10:00
138-100-1-67
HENDRICKS COUNTY RECORDER

67
BOOK 35 PAGE

200500034142
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
11-04-2005 At 08:01 am.
BYLAWS 60.00

CODE OF BY-LAWS
OF
COUNTRY MEADOW ESTATES HOME OWNER'S ASSOCIATION, INC.
An Indiana Nonprofit Corporation

COMES NOW the Country Meadow Estates Home Owners Association, Inc., by its Board of Directors, on this 6th day of October, 2005, and states as follows:

CROSS REFERENCE:
Plat Cabinet 2, Slide 84, p. 2

WITNESSETH THAT:

- A. WHEREAS, the Country Meadow Estates Home Owners Association, Inc. was incorporated as a non-profit corporation pursuant to the Articles of Incorporation filed with the Indiana Secretary of State on June 23, 1994, by J. Lee Whiten, the incorporator and original registered agent of a certain tract of real estate in the City of Brownsburg, Indiana, known as "Country Meadow Estates";
- B. WHEREAS, the Original Declaration of Covenants for the Country Meadows Estates subdivision, recorded in the Office of the Recorder of Hendricks County, Indiana, on October 15, 1993 as Instrument #21567 in Book 138, Pages 61-67;
- C. WHEREAS, the Indiana Nonprofit Corporations Act of 1991 provides, "The incorporators or board of directors of a corporation shall adopt bylaws for the corporation." (See Ind. Code § 23-17-3-8(a)).
- D. WHEREAS, the Original Incorporator of Country Meadow Estates Home Owners Association, Inc., namely J. Lee Whiten, never adopted or recorded said bylaws of the corporation in the Office of the Recorder of Hendricks County, Indiana;
- E. WHEREAS, the successor resident Board of Directors, being duly elected by the membership, having discovered this failure to adopt or record by the Original Incorporator, desires to fully comply with the requirements of the of the Indiana Nonprofit Corporations Act of 1991 as set forth above;
- F. WHEREAS, the Board of Directors for the Country Meadow Estates Home Owners Association, Inc., have approved and adopted a set of bylaws to be used by the Corporation and desire that said bylaws be properly recorded in the Office of the Recorder of Hendricks County, Indiana;

WHEREFORE, the following Bylaws are hereby approved and adopted by the undersigned Board of Directors of the Country Meadow Estates Home Owners Association, Inc. pursuant to the of the Indiana Nonprofit Corporations Act of 1991:

2543

2

TABLE OF CONTENTS

ARTICLE I
IDENTIFICATION

Section 1.1.	Name	1
Section 1.2.	Registered Office and Registered Agent	1
Section 1.3.	Seal	1
Section 1.4.	Fiscal Year	1

ARTICLE II
DEFINITIONS

Section 2.1.	"Articles"	1
Section 2.2.	"Board of Directors"	1
Section 2.3.	"Common Area"	1
Section 2.4.	"Corporation"	2
Section 2.5.	"Declarant"	2
Section 2.6.	"Declaration"	2
Section 2.7.	"Director"	2
Section 2.8.	"Lot"	2
Section 2.9.	"Owner"	2
Section 2.10.	"Plat"	2
Section 2.11.	"Property"	2

ARTICLE III
MEMBERSHIP

Section 3.1.	Membership and Voting	3
Section 3.2.	Rights, Preferences and Limitations of members	3

ARTICLE IV
MEETINGS OF MEMBERS

Section 4.1.	Place of Meeting	3
Section 4.2.	Annual Meeting	3
Section 4.3.	Special Meetings	3

3

Section 4.4.	Notice of Meetings	4
Section 4.5.	Voting at Meetings	4
Section 4.6.	Voting List	5
Section 4.7.	Action by Written Consent	5
Section 4.8.	Voting by Co-Owners and Entities	5
Section 4.9.	Rights of Mortgagees	5

ARTICLE V

BOARD OF DIRECTORS

Section 5.1.	Board of Directors	6
Section 5.2.	Additional Qualifications	6
Section 5.3.	Election and Term	6
Section 5.4.	Removal	7
Section 5.5.	Vacancies	7
Section 5.6.	Annual Meetings	7
Section 5.7.	Regular Meetings	7
Section 5.8.	Special Meetings	7
Section 5.9.	Notice	7
Section 5.10.	Business to be Transacted	7
Section 5.11.	Quorum- Adjournment if Quorum is Not Present	8
Section 5.12.	Presumption of Assent	8
Section 5.13.	Action by Unanimous Consent	8
Section 5.14.	Committees	8
Section 5.15.	Compensation	9

ARTICLE VI

STANDARD OF CONDUCT FOR DIRECTORS

Section 6.1.	Powers	9
Section 6.2.	Duties	9
Section 6.3.	Conflict of Interest	10
Section 6.4.	Interest of Directors in Contracts	11

4

ARTICLE VII

OFFICERS

Section 7.1.	Principal Officers	11
Section 7.2.	Election and Terms	11
Section 7.3.	Vacancies	11
Section 7.4.	Removal and Resignation	11
Section 7.5.	Powers and Duties of Officers	12
Section 7.6.	The President	12
Section 7.7.	The Secretary	12
Section 7.8.	The Treasurer	12
Section 7.9.	Assistant Secretaries	12
Section 7.10.	Delegation of Authority	13
Section 7.11.	Multiple Offices	13

ARTICLE VIII

INDEMNIFICATION

Section 8.1.	Insurance for Directors and Officers	13
Section 8.2.	Limitation on Liability and Indemnification	13

ARTICLE IX

CORPORATE BOOKS AND RECORDS

Section 9.1.	Place of Keeping	14
Section 9.2.	Inspection of Records	15

ARTICLE X

ASSESSMENTS

Section 10.1.	Assessments	15
Section 10.2.	Special Assessments	16

ARTICLE XI

NOTICE ON MORTGAGES

Section 11.1.	Notice to the Board of Directors	16
Section 11.2.	Definition	16

5

ARTICLE XII		
CONTRACTS, LOANS AND CHECKS		
Section 12.1.	Contracts, Loans and Checks	16
ARTICLE XIII		
EMERGENCY BY-LAWS		
Section 13.1.	Definition	17
Section 13.2.	Provisions	17
Section 13.3.	Binding Effect	17
ARTICLE XIV		
AMENDMENTS		
Section 14.1.	Articles of Incorporation	17
Section 14.2.	By-Laws	17
ARTICLE XV		
MISCELLANEOUS		
Section 15.1.	Notice and Waiver of Notice	17
Section 15.2.	Resignations	18
Section 15.3.	Depositories	18
Section 15.4.	Signing of Checks, Notes, etc.	18
Section 15.5.	Gender and Number	18
Section 15.6.	Laws and Statutes	18
Section 15.7.	Headings	18
ARTICLE X		
THE INDIANA NOT-FOR-PROFIT CORPORATION ACT		
Section 16.1.	The Indiana Not-For-Profit Corporation Act	19

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CODE OF BY-LAWS
OF
COUNTRY MEADOW ESTATES
HOME OWNER'S ASSOCIATION, INC.

An Indiana Nonprofit Corporation

ARTICLE I

Identification

Section 1.1. Name. The name of the Corporation pursuant to the Articles of Incorporation filed with the Indiana Secretary of State on June 23, 1994, is Country Meadow Estates Home Owner's Association, Inc. (hereinafter referred to as the "Corporation").

Section 1.2. Registered Office and Registered Agent. The name and post office address of the registered office of the Corporation is: Country Meadow Estates Home Owners' Association, Inc., P.O. Box 491, Brownsburg, Indiana, 46112. The current registered agent of the Corporation can be determined through the Indiana Secretary of State's office. Until the Board of Directors otherwise determines, the registered office of the Corporation shall be the registered place of business of the Corporation, 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 Corporation.

Section 1.3. Seal. The Corporation need not use a seal.

Section 1.4. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation of the Corporation.

ARTICLE II

Definitions

Section 2.1. "Articles" means the Articles of Incorporation of the Corporation 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. "Board of Directors" means the Board of Directors of the Corporation.

Section 2.3. "Common Area" means those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Corporation from time to time for the common use, benefit and enjoyment of the Owners. Unless expressly stated to the contrary, the term Common Area as used herein (whether

7

or not so expressed) shall include all portions of the Property designated as "Common Area" upon a Plat.

Section 2.4. "Corporation" means Country Meadow Estates Home Owner's Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2.5. "Declarant" means J. Lee Whiten on behalf of Country Meadow Estates, Inc., an Indiana corporation, its successors and assigns as declarant under the Declaration.

Section 2.6. "Declaration" means the Country Meadows Estates Subdivision Covenants, Limitations and Restrictions recorded in the Office of the Recorder of Hendricks County, Indiana, as Instrument No. 21567 in Book 138, Pages 61-67, on October 15, 1993, and as the same may be further supplemented or amended from time to time.

Section 2.7. "Director" means a member of the Board of Directors, elected or appointed in accordance with these By-Laws.

Section 2.8. "Lot" means any parcel of land designated as such upon a Plat or, after construction of a dwelling unit, that parcel of land upon which a dwelling unit is constructed that is conveyed to an Owner by the Declarant. 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 2.9. "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" as used herein shall include the Declarant.

Section 2.10. "Plat" shall mean a subdivision plat of the Property or a part thereto which is recorded in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter supplemented by law or pursuant to the Declaration.

Section 2.11. "Property" means the real estate described in Exhibit "A" of the Declaration, and/or described in the plat maps for Country Meadow Estates, Sections One, Two, and Three recorded in the Office of the Hendricks County Recorder as Instrument numbers 21566, 18714, and 9600025847 on October 15, 1993, September 20, 1994, and December 11, 1996, respectively, together with such additional real estate as may from time to time be made subject to the Declaration pursuant to the term thereof.

8

ARTICLE III

Membership

Section 3.1. Membership and Voting. Membership in the Corporation and voting rights of Members are governed by the Articles. Except as otherwise provided in the Articles, in the Declaration or in these By-Laws, each question shall be determined by a majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present. The Members may take any action without a meeting that could be taken at a meeting, in the manner provided in the Articles. Additionally, 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 of Directors, and such written consent is filed with the minutes of the proceeding of the Board.

Section 3.2. Rights, Preferences and Limitations of Members. Members of the Corporation shall be classified as Voting Members and Non-Voting Members. Voting members include every person or entity who holds an equitable interest as land contract vendee or fee holder in any lot within the Country Meadow Estates subdivision. Non-Voting Members include the spouse, children, legal wards of the voting member, and/or other persons who have the same principal residence as the voting member. Non-Voting Members shall have no vote or right of notice of any regular or special meeting of members. Both Voting and Non-Voting Members shall be entitled to the use and enjoyment of the common properties and facilities of the Corporation, subject to the provisions of these Bylaws, the Articles of Incorporation, the Subdivision Covenants, Limitations and Restrictions, and any other regulations as may be established by the Board of Directors.

ARTICLE IV

Meetings of Members

Section 4.1. Place of Meeting. All meetings of Members of the Corporation shall be held at such place, within Hendricks County, State of Indiana, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent Members.

Section 4.2. Annual Meeting. The date of the annual meeting of the Members shall be determined by the Board of Directors each year, so long as the annual meeting is held within 6 months of the close of the fiscal year or within 15 months of the previous annual meeting, whichever is earlier. The specific date, time and place of the annual meeting is 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 4.3. Special Meetings. A Special Meeting of the Lot Owners may be called by the President, by request of two (2) Directors, or upon written request of not less than ten

9

percent (10%) of the Lot Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Lot Owners are present.

Section 4.4. Notice of Meetings. A written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary to each Member of record of the Corporation entitled to vote at the meeting, at the address which appears upon the records of the Corporation at least ten (10) days before the date of the meeting, unless it involves a change in the annual assessment or a special assessment, in which case a minimum thirty (30) day notice is required as provided in §9(D) and 9(E) of the Country Meadow Estates Subdivision Covenants, Limitations and Restrictions. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail postage prepaid addressed to the Member. The address of any Member appearing upon the records of the Corporation shall be deemed to be the latest address of such Member.

Notice of any Members' meeting may be waived in writing filed with the Secretary or by attendance at the meeting in person.

Section 4.5. Voting at Meetings.

- a. **Voting Rights.** Except as otherwise provided by law or by Article V of the Articles of Incorporation, at each meeting of the Members, each Member of the Corporation shall be entitled to one (1) vote on each matter submitted to a vote at such meeting.
- b. **Proxies.** A Member is entitled to vote either in person, or by proxy executed in writing by such Member or by his or her duly authorized attorney-in-fact and delivered to the secretary of the meeting before or at the time of the particular meeting. The attendance or the vote at any meeting of a proxy of any Member so appointed shall for all purposes be considered as the attendance or vote in person of such Member. No proxy shall be valid after fifteen (15) months from the date of its execution unless otherwise expressly provided in the proxy. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.
- c. **Quorum.** At any meeting of the membership, unless otherwise set forth in the Declaration of Covenants, the presence of members, in person or by proxy, entitled to cast ten percent (10%) of the total number of valid and eligible Owner votes shall constitute a quorum. A simple majority of those voting shall constitute an action passed. Specifically, for a change in the annual assessment or a special assessment, as provided in §9(E) and 9(F) of the Country Meadow Estates Subdivision Covenants, Limitations

10

and Restrictions requires assent of two-thirds (2/3) of the voting members voting in person or by proxy at a meeting called for that purpose and quorum shall consist of sixty (60%) of all votes of the membership entitled to cast.

- d. **Adjournments.** Any meeting of Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present. At any such adjourned meeting at which a quorum is present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

Section 4.6. Voting List. The Secretary of the Corporation shall, at all times, keep at the registered office of the Corporation, a complete and accurate list of all Members entitled to vote by the Articles which may be inspected by any member, for any purpose, at any reasonable time.

Section 4.7. Action by Written Consent and Conference Phone. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if, prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Members. Such consent shall have the same effect as a unanimous vote of the Members. If a Member participates in a meeting of the Members by means of a conference telephone or similar communication system by which all persons participating in the meeting can communicate with each other, the Member shall be deemed present at such meeting for all purposes.

Section 4.8. Voting by Co-Owners and Entities. The vote appurtenant to any Lot in which more than one (1) person owns an interest may be exercised by any of such persons present at any meeting, unless the Corporation is advised (by objection or protest at the meeting or written notice prior thereto) by any other person owning an interest in such Lot that the Owners of the Lot are unable to agree upon the manner in which the vote appurtenant to such Lot shall be cast at such meeting or on any particular question to come before such meeting. In such event the vote appurtenant to the Lot shall not be counted at the meeting or on the particular question noted, as the case may be. In the event any Lot is owned by a corporation, then the vote appurtenant to such Lot shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Corporation prior to the meeting. The vote appurtenant to any Lot owned by a trust or partnership may be exercised by any trustees or partner thereof, as the case may be, and unless any objection or protest by any other trustee or partner is noted at such meeting or in writing prior thereto, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

Section 4.9 Rights of Mortgagees. An Institutional Mortgagee (as defined in Section 11.2 of Article XI) of any Lot who desires notice of the annual and special meetings of the

Members shall notify the Secretary to that effect by Registered Mail – Return Receipt Requested. Any such notice shall contain the name and post office address of such Institutional Mortgagee and the name of the person to whom such notice should be addressed. The Secretary of the Corporation shall maintain a roster of all Institutional Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each meeting of the Members to each such Institutional Mortgagee, in the same manner, and subject to the same requirements and limitations as are provided for notice to the Members in Section 4.4 of this Article IV. Any representative may attend any meeting of the Members and such representative may participate in the discussion at such any meeting and such representative may participate in the discussion at any such meeting and may, upon his or her request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting.

ARTICLE V

Directors

Section 5.1. Board of Directors. The business, property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to such restrictions, if any, as may be imposed by law, the Articles or by these By-Laws, the Board of Directors may, and are fully authorized to, do all such lawful acts and things as may be done by the Corporation. The Board of Directors shall consist of five (5) Directors, but that number may be increased to nine (9), and may be decreased to, but shall not be below, three (3). The exact number of Directors may be increased or decreased from time to time by resolution of the Board of Directors. No person shall be eligible to serve as a Director unless he or she is an Owner of a Lot in Country Meadow Estates. In order for a Member to be eligible to be a Director, such Member must be current and maintain their annual assessment (as set forth in Article IV, Section 4.9 of these bylaws) and agree to comply with the Country Meadow Estates covenants.

Section 5.2. 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 an officer or trustee, shall be eligible to serve on the Board of Directors. No Owner other than the Developer may be represented on the Board of Directors by more than one person at a time.

Section 5.3. Election and Term. Election to the Board of Directors shall be by written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If no quorum is present at the Annual Meeting where directors are to be elected, then the Board shall appoint persons to fill those open or vacant director positions pursuant to the provisions set forth in Article V, Section 5.5 (Director Vacancies), of these bylaws.

At the election of directors at the 2005 Annual Meeting, one (1) director shall be elected to serve a one-year term of office, and two (2) directors shall be elected to serve a two-year term of

12

office. At all annual directorship elections held after 2005, directors shall be elected to serve a two-year term of office. All directors shall serve their full term and/or until their respective successors are properly elected and qualified. A Director may serve any number of consecutive terms.

Section 5.4. Removal. Any Director may be removed from the Board of Directors without cause, by a majority vote of the Members of the Corporation, at a meeting of the Members called expressly for that purpose. A Director may also be removed by a majority vote of the other Directors if he or she fails to attend three (3) or more consecutive meetings of the Board of Directors. If removed by the members, then members shall select replacement to fill term.

Section 5.5. Vacancies. Any vacancy that shall occur in the Board of Directors due to the death, resignation, removal or otherwise except as set forth in Article V, Section 5.4 (Director Removal) of these bylaws, shall be filled by a majority vote of the remaining Directors, and the Director so appointed shall serve the unexpired portion of the term for which the person who he/she is replacing shall have been elected or appointed.

Section 5.6. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Members.

Section 5.7. Regular Meetings. Regular meetings shall be held at such times and places, within Hendricks County, State of Indiana, as may be determined by the Board of Directors.

Section 5.8. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman or by two (2) or more members of the Board of Directors, within Hendricks County, State of Indiana, upon not less than three (3) days notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone, telegraph, televideo, cable wireless or other means of reliable electronic communication, or by first class mail, postage prepaid.

Section 5.9. Notice. The Secretary or an Assistant Secretary shall, but in the event of the absence of the Secretary or an Assistant Secretary or the failure, inability, refusal or omission on the part of the Secretary or an Assistant Secretary so to do, any other officer of the Corporation may, give notice of each special meeting, and of the place, day and hour of the particular meeting, in person or by mail, or by telephone, telegraph, or other means of communication. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Any Director may waive notice of any meeting in writing.

Section 5.10. Business to be Transacted. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice of any waiver of notice of such meeting. Any and all business of any nature or character whatsoever may be transacted and action may be taken thereon at any meeting of the Board of Directors.

13

Section 5.11. Quorum – Adjournment if Quorum is Not Present. A majority of the number of Directors fixed by, or in the manner provided in, the Articles or these By-Laws shall constitute a quorum for the transaction of any and all business; but a quorum shall never be less than one-third (1/3) of the number of Directors, and in no case be less than two (2) Directors, unless practiced by law. At any meeting of the Board of Directors, if there be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice, other than by written, telegraphic or telephonic announcement to all Directors of the time and place at which the meeting will reconvene, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment thereof shall have been completed. The act of the majority of the Directors present at any meeting of the Board of Directors by means of a conference telephone or similar communicate system by which all persons participating in the meeting can communicate with each other, the Director shall be deemed present at such meeting for all purposes.

Section 5.12. Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the presiding officer of the meeting before its adjournment or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 5.13. Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if consent, in writing, setting forth the action so taken, is signed by all the members of the Board of Directors or committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State of the State of Indiana.

Section 5.14. Committees. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate two (2) or more Directors of the Corporation to constitute an executive committee and one or more other committees, each of which, to the extent provided in such resolution, in the Articles of Incorporation, in the Declaration of Covenants, or in these By-Laws of the Corporation, shall have and may exercise such authority of the Board of Directors as shall be expressly delegated by the Board from time to time; except that no such committee shall have the authority of the Board of Directors in reference to:

- a. Amend the Articles of Incorporation;
- b. Approve a plan of merger of consolidation not requiring Member approval;
- c. Recommend to the Members the sale, lease or exchange of all of substantially all of the property and assets of the Corporation;
- d. Recommend to the Members a voluntary dissolution of the Corporation or a revocation thereof;
- e. Amend, alter or repeal the By-Laws of the Corporation or adopt new by-laws for the Corporation;

14

- f. Fill vacancies in the Board of Directors;
- g. Elect or remove officers or members of any such committee;
- h. Fix the compensation of any member of such committee; or
- i. Alter or repeal any resolution of the Board of Directors that by its terms provides that it shall not be so amendable or repealable.

A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by the Indiana Not-for-Profit Corporation Act of 1991, as amended.

Section 5.15. Compensation. No Director or officer of the Corporation shall receive, directly or indirectly, any salary, compensation or emolument therefrom in his or her capacity as a Director, provided, however, a Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director or for professional services rendered on behalf of the Association which are beyond the normal duties of a member of the Board.

ARTICLE VI

Standards of Conduct for Directors

Section 6.1. Powers. The Board of Directors shall have the power to exercise for the Corporation all powers, duties, and authority vested in or delegated to the Corporation (and not reserved to the Membership of the Corporation) by the provisions of these By-Laws, the Articles or the Declaration and applicable law, which shall include, but not be limited to:

- a. Adopt and publish rules and regulations governing the use of the Lots, the Common Area owned by the Corporation and any facilities at any time located on the Property, and the personal conduct of the Members and guests thereon, and to establish penalties for the infraction thereof; and
- b. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Corporation. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction and published rules and regulations.

Section 6.2. Duties. Without limitation on the Board of Director's general duty to manage the affairs of the Corporation, it shall be the duty of the Board of Directors to:

15

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- b. Supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;
- c. As more fully provided in the Declaration, to: (i) fix and send written notice of assessments; and (ii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the owner personally obligated to pay the same;
- d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be required by the Board of Directors may set forth a reasonable charge for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. Procure and maintain the insurance coverage required by the Declaration;
- f. Cause all officers or employees having fiscal responsibilities to be bonded; and
- g. Cause the Property to be maintained to the extent of the Association's responsibility therefore as provided in the Declaration.

Every Director of this Corporation shall discharge the duties of a Director in good faith and in a manner that the Director believes to be in the best interests of the Corporation. Each Director, in performing his or her duties prescribed by these By-Laws, the Articles of Incorporation, or by law, has the right to rely on reports and financial data of the Corporation, if prepared by the Corporation's legal counsel, certified public accounts, or a duly organized committee of the Board of Directors of which the Director is not a member. A Director may, in considering the best interest of the Corporation, consider the effects of any action on members, employees, clients, or the Corporation, or any other factors the Director considers pertinent.

A Director is not liable for any action taken as a Director, or for any failure to take any action unless the Director has breached or failed to perform his or her duties in compliance with these By-Laws, and any breach thereof constitutes willful misconduct or recklessness.

Section 6.3. Conflict of Interest. A conflict of interest is a transaction of the Corporation in which any Director or another entity in which the Director serves as a Director, officer, trustee, or general partner, has a direct or indirect material financial interest in the transaction unless the material facts of the Director's interest in were disclosed to the Board of Directors or Members prior to the transaction.

16

The Board of Directors or Members may authorize, approve and ratify a conflict of interest transaction by a majority of affirmative votes.

Section 6.4. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any firm of which one or more of its Directors is a member or employee, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors is a stockholder, member, director, officer or employee, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors which acts upon, or in reference to, such contract or transaction and notwithstanding his, her or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, and such interested Director or Directors to be counted in determining whether a quorum is present and to be counted in calculating the majority of votes necessary to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII

Officers

Section 7.1. Principal Officers. The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a President, a Treasurer and a Secretary. There may also be one or more Vice Presidents and such other officers or assistant officers as the Board shall from time to time create and so elect. The President shall be chosen from among the Directors.

Section 7.2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his or her successor shall have been elected and qualified or until his or her death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 7.3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, removal, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 7.4. Removal and Resignation. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors.

Section 7.5. Powers and Duties of Officers. The officers so chosen shall perform the duties and exercise the powers expressly conferred or provided for in these By-Laws, as well as the usual duties and powers incident to such office, respectively, and such other duties and powers as may be assigned to them by the Board of Directors or the President.

Section 7.6. President. The President shall have full charge of, and supervision and authority over, the affairs, business operations, and daily operations of the Corporation. He shall have full charge and supervision and direction of all employees and agents of the Corporation.

Section 7.7. Secretary. The Secretary: (a) shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members, in books provided for that purpose; (b) shall attend to the giving and serving of all notices; (c) when required, may sign with the President or the Vice President in the name of the Corporation and/or attest the signature of either to, all contracts, conveyance, transfers, assignments, encumbrances, authorizations and all other instruments, documents and papers, of any and every description whatsoever, of or executed for or on behalf of the Corporation and affix the seal of the Corporation thereto; (d) may sign with the President or a Vice President all membership certificates of the Corporation and affix the corporate seal of the Corporation thereto; (e) shall, in general, perform all the duties incident to the office of Secretary; and (f) shall have such other powers and duties as may be conferred upon or assigned to him or her by the Board of Directors.

Section 7.8. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation that come into his or her hands. When necessary or proper, he or she may endorse on behalf of the Corporation, for collection, checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such banks or depositories as shall be selected or designated by or in the manner prescribed by the Board of Directors. The Treasurer may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly, with such additional officer(s) as may be designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall render a statement of the Corporation's cash account. The Treasurer shall enter or cause to be entered, punctually and regularly, on the books of the Corporation, to be kept by him or her or under his or her supervision or direction for that purpose, full and accurate accounts of all moneys received and paid out by, for or on account of the Corporation. The Treasurer shall at all reasonable times exhibit the Corporation's books and accounts and other financial records to any Director during business hours. The Treasurer shall have such other powers and duties as may be conferred upon or assigned to him or her by the Board of Directors. The Treasurer shall perform all incidents to the position of Treasurer, subject always to the control of the Board of Directors. The Treasurer shall if required by the Board of Directors, give, at the Corporation's request and at the Corporation's expense, such bond-for the faithful discharge of his or her duties in such form and amount as the Board of Directors may require.

Section 7.9. Assistant Secretaries. The Assistant Secretaries shall assist the Secretary in the performance of his or her duties. In the absence of the Secretary, any Assistant Secretary shall exercise the powers and perform the duties of Secretary. The Assistant Secretary shall exercise such other powers and perform such other duties as may from time to time be assigned to them by the Board, the President, or the Secretary.

Section 7.10. Delegation of Authority. In case of the absence of any officer of the Corporation, or for any reason that the Board may deem sufficient, a majority of the entire Board may transfer or delegate the powers or duties of any officer to any other officer or officers for such length of time as the Board may determine.

Section 7.11. Multiple Offices. The offices of Secretary and Treasurer, or those of Vice President and Treasurer may be held by the same person.

ARTICLE VIII

Indemnification

Section 8.1. Insurance for Directors and Officers. The Board of Directors shall have, in its sole discretion, the power to purchase and maintain, as an expense of the Corporation, insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such.

Section 8.2. Limitation on Liability and Indemnification. No person shall be liable to the Corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by such person in good faith as a Director, officer, employee or agent of the Corporation if such person:

- a. Exercised or used the same degree of care as an ordinary prudent person in a like position would use under similar circumstances; or
- b. Took or omitted to take such action in reliance upon information, opinions, reports or statements, included financial statements, and other financial data, in each case, prepared or presented by any officer, employee, or committee of the Board of Directors of the Corporation upon which such person does not serve, or counsel, public accountants or other professional or expert persons engaged by the Corporation; but such person shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The Corporation shall indemnify any person, and his or her heirs and legal representatives, who shall be made a party to, or threatened with, any civil or criminal action, suit or proceeding by reason or the fact that he or she is or was a Director, officer, employee, or agent of the Corporation or of any other corporation, partnership, joint venture, trust or other enterprise, in good faith and in the exercise of reasonable care. Such indemnification shall be against any and all liability and reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with such action, suit or proceedings, whether actual or

threatened, or in connection with any appeal thereof. Any Director, officer, employee or agent who, in any such action, suit or proceeding shall have been wholly successful, on the merits or otherwise, shall be entitled to full and complete indemnification as a matter of right. Provided, however, such indemnification shall not apply to any action in which such person shall be deemed liable for negligence or misconduct in the performance of the duties which give rise to the litigation at issue.

The Corporation may also reimburse to any such Director, officer, employee or agent the amounts (other than amounts paid to the Corporation) of judgments, fines and penalties resulting from, and the reasonable costs of settlement and expenses, including attorneys' fees, actually incurred and connected therewith, of any such action, suit or proceeding if it shall be found by a majority of the members of the Board of Directors not involved in the matter of controversy (whether or not constituting a quorum), or by a majority vote of the Members of the Corporation, that such Director, officer, employee or agent had acted in good faith and in the exercise of reasonable care in the performance of his or her duty and the payment of such judgments, fines or penalties, whether resulting from a plea of nolo contendere or otherwise, and costs of settlement are in the interest of the Corporation; but no Director, officer, employee, or agent shall be indemnified in relation to any matter as to which he or she shall be adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his or her duty to the Corporation or such other corporation, partnership, joint venture, trust or other enterprise. The Corporation may, in its discretion, advance any expense to, or at its expense undertake the defenses of, any such Director, officer, employee, or agent, but any amounts so advanced or expended shall be repaid to the Corporation by him or her to the extent that it is ultimately determined that such Director, officer, employee or agent is not entitled to indemnification or reimbursement. The rights of indemnification or reimbursement provided herein shall not be deemed exclusive of any other rights to which any Director, officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust or other enterprise may be entitled to by law or by authorization adopted by a majority vote of all the voting shares of the Corporation then issued and outstanding after notice duly given.

ARTICLE IX

Corporate Books and Records

Section 9.1. Place of Keeping. Except as otherwise provided by the laws of the State of Indiana, a copy of the following records shall be kept by the Corporation or the Corporation's registered agent:

- a. The Articles and/or Restated Articles of Incorporation and all amendments thereto;
- b. The By-Laws and/or Restate By-Laws and all amendments thereto;
- c. The minutes of all meetings of Members and Board of Directors, for the past three (3) years;

- d. All written communications to Members for the past three (3) years;
- e. All financial statements furnished and/or published, including the current one, for the past three (3) years;
- f. A list of names and business addresses of the Corporation's current officers and Directors;
- g. A separate financial account of each Member; and
- h. A copy of the Corporation's most recent Annual Report filed with the Secretary of State.

Section 9.2. Inspection of Records.

- a. A Member of the Corporation and any Institutional Mortgagee of such Member's Lot are entitled to inspect, during reasonable hours at the Corporation's registered office or a reasonable location specified by the Corporation, any and all of the books and records of the Corporation, for proper purposes, provided the member gives the Corporation written notice of the Member's demand at least three (3) business days before the date on which the Member wishes to inspect the books and records.
- b. A Member's agent or attorney, if authorized in writing, has the same inspection rights as the Member represented.
- c. The Corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member. The charge may not exceed the estimated cost of production or reproduction of the reproduction of the records.

ARTICLE X

Assessments

Section 10.1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay the Corporation assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. As more particularly set forth in the Declaration, if an 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 eighteen percent (18%) per annum; the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment; and no Owner may waive or otherwise escape liability for the

21

assessments provided for in the Declaration by nonuse of the Common Area owned by the Corporation or abandonment of his or her Lot.

Section 10.2. Special Assessments. In addition to Regular Assessments, the Board may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of any capital improvement which the Association may from time to time incur. The Board shall have the right, power and authority, without any vote of the Members, to determine what constitutes a capital improvement and will require a vote for a special assessment. Any Special Assessments shall require the approval of two-thirds of the votes of all voting members who are voting in person or by proxy, at a duly constituted meeting of the Members called and held for such purpose.

ARTICLE XI

Notice on Mortgagees

Section 11.1. Notice to the Board of Directors. Any Member who mortgages the Lot to which such Member's membership is appurtenant shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested to do so, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages. Any mortgagee of any Lot that desires that a record of its name and address be maintained by the Corporation may forward such information to the Secretary for the purpose of assisting in compliance with the notice provisions of these By-Laws.

Section 11.2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to Institutional Mortgagees, and the term "mortgage" shall include a deed of trust. As used generally by these By-Laws, the term "Institutional Mortgagee" shall include the insurer of any mortgage and the following mortgagees: banks, trust companies, insurance companies, savings and loan associations, pension funds, real estate investment trusts, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XII

Contracts, Loans and Checks

Section 12.1. Contracts, Loans and Checks. The Board of Directors may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Except as provided in these By-Laws, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount unless so authorized by the Board of Directors.

22

ARTICLE XIII

Emergency By-Laws

Section 13.1. Definition. An emergency exists for purposes of this Article if a quorum of the Corporation's Board of Directors is prevented from meeting due to an extraordinary event.

Section 13.2. Provisions. The Emergency By-Laws may make all provisions necessary for management of the Corporation during an emergency, including establishing (1) the procedures for calling a meeting of the Board of Directors; (2) quorum requirements for all meetings; and (3) designation of additional or substitute Directors. All provisions of the regular By-Laws consistent with the Emergency By-Laws remain effective during the emergency. The Emergency By-Laws are effective only for the duration of the emergency.

Section 13.3. Binding Effect. The Corporation is bound by any action taken in good faith in accordance with the Emergency By-Laws. However, the Emergency By-laws shall not impose liability on any Director, officer, employee or agent of the Corporation.

ARTICLE XIV

Amendments

Section 14.1. Articles of Incorporation. Subject to the express provisions of the Articles, the Corporation reserves the right to amend, alter, change, or repeal any provisions contained in the Articles in the manner now or hereafter prescribed by the provisions of the Act or any other pertinent enactment of the General Assembly of the State of Indiana; and all rights and powers conferred hereby on Members, Directors, or officers are subject to this reserved power.

Section 14.2. By-Laws. These By-Laws may, from time to time, be added to, changed, altered, amended or repealed or new By-Laws may be made or adopted by a majority vote of the whole Board of Directors at any meeting of the Board of Directors, if the notice or waiver of notice of such meeting shall have stated that the By-Laws are to be amended, altered or repealed at such meeting, or if all Directors at the time are present at such meeting, have waived notice of such meeting or have consented to such action in writing.

ARTICLE XV

Miscellaneous

Section 15.1. Notice and Waiver of Notice. Whenever any notice is required to be given to any Member or Director under the provisions of the Indiana Not-For-Profit Corporation Act or under the provisions of these By-Laws or the Articles of this Corporation, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed

23

post-paid wrapper addressed to the person entitled thereto at his post office address as same appears on the books or other records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing; but said notice shall be also be deemed to be sufficient and to have been given and received, if given in any other manner or by any other means authorized or provided for elsewhere in these By-Laws. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 15.2. Resignations. Any Director or officer of the Corporation may resign at any time. Each such resignation shall be made in writing and shall take effect at the time specified therein, or, if not time be specified, at the time of its receipt by either the Board of Directors or the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 15.3. Depositories. Funds of the Corporation not otherwise employed shall be deposited in such banks or other depositories as either the Board of Directors, the President or the Treasurer may select or approve.

Section 15.4. Signing of Checks, Notes, etc. In addition to and cumulative of, but without limiting or restricting, any other provision of these By-Laws which confer any authority relative thereto, all checks, drafts and other orders for the payment of money out of funds of the Corporation and all notes and other evidence of indebtedness of the Corporation shall be signed on behalf of the Corporation, in such manner, and by such officer or person as shall be determined or designated by the Board of Directors; provided, however, that if, when, after and as authorized or provided for by the Board of Directors, the signature of any such officer or person may be a facsimile or engraved or printed, and shall have the same force and effect and bind the Corporation as though such officer or person has signed the same personally; and, in the event of death, disability, removal or resignation of any such officer or person, if the Board of Directors shall so determine or provide, as though with the same effect as if such death, disability, removal or resignation had not occurred.

Section 15.5. Gender and Number. Whenever used or appearing in these By-Laws, pronouns of the masculine gender shall include the persons of the female sex as well as the neuter gender, and the singular shall include the plural whenever appropriate.

Section 15.6. Laws and Statutes. Wherever used or appearing in these By-Laws, the words "law" or "laws" or "statute" or "statutes", respectively, shall mean and refer to laws and statutes, or a law or a statute, of the State of Indiana, to the extent only that such is or are expressly applicable, except where otherwise expressly stated or the context requires that such words not be so limited.

Section 15.7. Headings. The headings of the Articles and Sections of these By-Laws are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

24

ARTICLE XVI

The Indiana Not-For-Profit Corporation Act

Section 16.1. The Indiana Not-For-Profit Corporation Act. The provisions of the Indiana Not-For-Profit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws. Pursuant to the Act, any conflicts between the Articles of Incorporation and the Bylaws shall default to the Articles. Any conflict between these Bylaws and the Act, not expressly reserved under the Bylaws pursuant to the Act, shall control. Any conflict between the Declaration and the Bylaws, the Declaration controls, unless otherwise contrary to Indiana law.

