

BYLAWS  
OF  
PINES OF FALL CREEK ASSOCIATION, INC.

ARTICLE I  
Name and Objectives

Section 1 Name

The name of this corporation is PINES OF FALL CREEK ASSOCIATION, INC.

Section 2 Objectives

The objectives of this corporation are to foster the general improvement and the welfare of the subdivision known as Pines of Fall Creek, a nineteen lot development in Lawrence Township within Marion County, Indianapolis, Indiana and to do everything necessary, proper and advisable in order to effect such purpose, including but not limited to the improvement of the health, safety and welfare of its residents, the solicitation of city and county services, the discharge of civic and community responsibilities, the improvement of fire and police protection, the maintenance of its roads, lighting, drainage, snow removal and things of like nature, and such other things as are necessary to make this addition an outstanding and beautiful area in which to live.

ARTICLE II  
Meeting of Members and Voting

Section 1 Annual Meetings

The annual meeting of the members of the Association shall be held during the month of July at a time and place established by the members.

Section 2 Special Meetings

Special meetings may be called at any time by the President, by a majority of the Board of Directors, or upon written request of one fourth of the members.

Section 3 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting by personally delivering or mailing a copy of such notice, postage prepaid, not less than seven (7) days nor more than thirty (30) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

#### Section 4 Quorum

The presence at the meeting of persons holding more than fifty (50%) percent of the entire number of votes that may be cast at the meeting shall constitute a quorum. If the required quorum is not present, the Officers may call another meeting, subject to the same notice proceedings aforesaid and the required quorum at such subsequent meeting shall be the same.

#### Section 5 Voting and Voting Rights

The voting rights of the membership shall be appurtenant to the ownership of a lot, there to be one (1) vote for each lot.

### ARTICLE III Board of Directors

#### Section 1 Number

The Board of Directors of this corporation shall consist of the following Officers: a President, a Secretary and a Treasurer, each of whom, shall be chosen by the members at their annual meeting.

#### Section 2 Term

Such Officers shall hold office until the next annual meeting or until their respective successors shall have been elected and qualified.

#### Section 3 Removal

The members may, by a majority vote, remove any Officer for cause. Vacancies in such offices, however occurring, except expiration of term may be filled by the members at any meeting thereof.

#### Section 3 Compensation

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE IV  
Powers and Duties of Officers and Directors

Section 1 Powers

The Board of Directors shall have power to:

- a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these by-laws;
- b) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;
- c) Employ independent contractors or other such employees as they deem necessary and to prescribe their duties;
- d) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- e) cause a lien on behalf of the Association to be placed against the property of any member which shall remain in default for a period of sixty (60) days in the payment of any assessment levied by the Association; and
- f) create temporary and standing committees to serve during the term of the Officers and Directors as deemed necessary.

Section 2 Duties

It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all of 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 members who are entitled to vote;
- b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed; and
- c) cause the common area to be maintained.

ARTICLE V  
Rules

Section 1

Rules of procedure at meetings of this corporation shall be those set forth in Robert's Rules of Order, except as otherwise expressly provided herein.

ARTICLE VI  
The Indiana General Not For Profit Corporation Act

Section 1

The provisions of the Indiana General Not For Profit Corporation Act of 1935, as amended, applicable to any of the matters covered by these bylaws, are hereby, by reference, incorporated in and made a part of these bylaws.

ARTICLE VII  
Execution of Checks and Contracts

Section 1 Execution of checks

Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise required by law, be signed by two (2) officers of the Association.

Section 2 Execution of Contracts

Every contract to which the Association shall be a party, shall be executed in its name by the President and attested by the Secretary.

ARTICLE VIII  
Dues

Section 1

The annual dues to be paid by each member of the Association shall be proposed by the Board of Directors prior to the annual meeting and be approved by a majority vote of the membership.

ARTICLE IX  
Amendments

Section 1

Amendments to these bylaws may be made at any regular or duly called meeting of the members by a majority vote of the members present at such meeting. Written notice of proposed amendments setting them out verbatim shall be given to the members at least fourteen (14) days prior to any such meeting.

ARTICLE X  
Covenants, Restrictions and Limitations

Section 1

The Covenants, Restrictions and Limitations with regard to the development known as Pines of Fall Creek are defined on the attached seven page document executed by the developer, Thomas A. Grant, on July 10, 1990. They are accepted as modified in section 1 to allow the "Development Control Committee" to consist of as many as five people.

THE UNDERSIGNED, PINES OF FALL CREEK ASSOCIATES, INC., an Indiana Corporation (hereinafter the "Developer"), Owner of the real estate shown and described herein, hereby certifies that it has laid off, platted and subdivided, and hereby lays off, plats and subdivides said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as "The Pines of Fall Creek", an addition in Marion County, Indiana. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions, and limitations are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land. All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use.

1. There shall be, and there is hereby created and established, the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plat. Thomas A. Grant, David A. McManama, or their duly authorized successors shall constitute the Committee. 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 the building plans, specifications and plot plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in The Pines of Fall Creek with the owners entitled to one vote for each lot owned by them. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than ~~three~~ <sup>FIVE</sup> people.

The duties and the responsibilities of the Committee are as follows:

- a. The Committee shall regulate the external appearance, use, location, and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these covenants.
- b. The Committee may establish forms and checklists for the presentation of information, review, and approval of building plans, specifications, plot plans, drainage plans, landscapes plans, or other pertinent information as it affects the Committee's responsibilities.
- c. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the Committee shall specify the reason or reasons therefore.
- d. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the declaration.
- e. Neither the Committee, nor any member thereof, nor any agent thereof, shall be responsible, in any way, for any defects in any plans, specifications, or other materials submitted, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any

representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

2. No construction shall be commenced nor any building or fence be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing location of all the construction structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these restrictions in accordance with the procedures for such approval contained in the rules, regulations, and guidelines adopted by the Committee. 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 then proceed with the building or construction activity according to the plans as submitted.
3. No wall, fence, hedge, or shrub planting which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building set-back line except where such shrub planting is approved by the Committee. No fences shall be allowed except where required by law and/or approved by the Committee. The intent is to not allow fences except for small privacy areas.
4. A front yard dusk to dawn low intensity light of less than one hundred (100) watts directed downward and away from adjacent lots shall be installed and maintained on each lot in this subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams, and any other documents requested by the Committee shall be submitted to the said Committee for its approval. Such approval shall include design, color, location, height, tree preservation, and overall characteristics of the lot and the subdivision. The Committee reserves the right to standardize all the lights in the subdivision.
5. All lots in this subdivision shall be used solely for single family residential purposes unless alternative uses, such as permitted home occupations, are permitted under applicable zoning laws, specifically Section 2.03 of the Dwelling Districts Zoning Ordinance of Marion County, Indiana.
6. No metal outbuildings shall be permitted on any lot. All buildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed, or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.
7. No dwelling constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The houses shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.
8. Building set-back lines are hereby established as shown on this plat. Between such lines and the property lines of the streets, no building, structure, or accessory building shall be erected or maintained. In addition, no building, structure, or accessory building shall be erected closer to any side lot line or rear lot line of any lot than seven (7) feet. No habitable building shall be erected closer to any rear lot line than twenty-five (25) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the combined lots as if they were one single lot.
9. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches, garages, and basements, shall not be less than

- two thousand (2,000) square feet in the case of a one-story structure, nor less than one thousand four hundred (1,400) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of two thousand two hundred (2,200) square feet of finished and livable floor area.
10. Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement, which has either partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.
  11. All structures constructed or placed on any lot shall be constructed with substantially all new material, and no used structure shall be relocated or placed on any such lot.
  12. Every house in this subdivision shall have at least a two (2) car attached garage.
  13. The finished exterior of every building constructed or placed on any lot shall be of material other than aluminum siding, rollbrick siding, or any other similar artificial material.
  14. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.
  15. No temporary house, trailer, garage, or other outbuilding shall be placed, erected, or kept on any lot.
  16. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.
  17. No owner of a lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.
  18. Every outdoor receptacle of ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the real estate at any time, except at the times when refuse collections are being made.
  19. The size, location, height, and composition of any mailbox must be approved by the Committee. The Committee reserves the right to design and cluster mailboxes and/or standardize the design for mailboxes.
  20. Whenever two of more contiguous lots shall be owned by the same person and such owner shall desire to use two or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.
  21. The owner of any lot shall, at all times, maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and, specifically, such owner shall:
    - a. How the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;



- b. Remove all debris or rubbish;
  - c. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
  - d. Cut down and remove unsightly dead trees;
  - e. Where applicable, prevent debris and foreign material from entering drainage areas;
  - f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and,
  - g. Within sixty (60) days following completion of a house on a lot.
22. It shall be the duty of every owner of every lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof, as may be situated upon his lot, continuously unobstructed and in good repair.
23. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction.
24. Trees located five (5) feet outside building, driveway, parking area, or other approved areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.
25. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge into the street or adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.
26. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.
27. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot and then, on only the north or east side of the street. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.
28. Lots are subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, Public utility companies and governmental agencies as follows:
- a. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to

construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

b. Sewer easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with public sanitary sewer.

c. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables, as well as for the uses specified in the case of sewer easements.

d. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

29. No construction vehicles, shacks, or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

30. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow into adjacent lots shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service.

31. The lot owner shall be responsible for removal of dirt, mud, debris, or other foreign materials of any kind which may be deposited upon the street easements from construction on the lot. If such deposits occur, then the lot owner shall make provisions to remove such deposits within one (1) day or the Committee may remove such deposits and charge the lot owner.

32. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveway, and no disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said lot unless kept from view of neighboring residences and streets in a garage.

33. No advertising signs (except one per lot of not more than four (4) square feet advertising the lot or home erected for sale), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any lot, except lots used as a model by an owner who then owns four or more lots. This restriction shall not preclude the developer from constructing informational signs at the entrance to the subdivision regarding the sale of lots not to exceed six-by-four (64) square feet in size. However, this exception for the developer shall expire December 21, 1991.

34. All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash, or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate

- therein. Firewood piles shall be kept neat and unobtrusive.
35. No outside toilets shall be permitted on any lot (except during a period of construction and then, only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.
36. No farm animals, fowls, exotic animals, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and, in no case, shall there be allowed more than four (4) ordinary household pets.
37. 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.
38. No high intensity lighting, no television, radio, or other antennae, no satellite dishes, nor any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. It is the intent not to allow any exterior antennae.
39. If the parties hereto, or any owner, or their heirs, or assigns, shall violate or attempt to violate, any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for the Committee (as to matters for which it has responsibility), or any other person owning any real property situated in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision, or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.
40. Each lot owner shall be required to pay one nineteenth (1/19) of the monthly service charge for the street lights in this subdivision as billed by Indianapolis Power and Light Company. If more than one lot shall be owned by the same person, that person shall be responsible for one nineteenth (1/19) of the monthly bill per lot owned. Each respective lot owner shall pay his portion to the Developer until such time as other arrangements are made.
41. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless, by a vote of a majority of the then owners of the lots, it is agreed to amend said covenants in whole or in part provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.
42. Invalidation of any of the foregoing covenants, provisions, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
43. The provisions of this Agreement are the only covenants and restrictions for the benefit of this real estate. All past restrictions, either recorded or unrecorded, are hereby waived, released, null, void, and of no force or effect whatsoever.

DATED THIS 10<sup>th</sup> DAY OF July, 1990.

PINES OF FALL CREEK ASSOCIATES, INC.

By Thomas A. Grant  
THOMAS A. GRANT, PRESIDENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said county and state, personally appeared Thomas A. Grant, President, of the above described real estate and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed.

WITNESS my signature this 10<sup>th</sup> day of July, 1990.

Notary Public: Wesley L. Mackle  
County of Residence: Marion

My Commission Expires:  
WESLEY L. MACKLE  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. NOV. 12, 1993