

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

Y THAT I AM A LAND SURVEYOR,
OF THE STATE OF INDIANA,
AND SUBMITTED THE FOLLOWING
LOTS AS SHOWN ON THE HEREIN
BE BEST OF MY KNOWLEDGE AND
THE SUBDIVISION OF THE
ED BY PRODUCTS PLUS ON APRIL
OF SURVEYS FILE "A" PAGE 1-
OF JOHNSON COUNTY, INDIANA.

ION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST
ON COUNTY, INDIANA DESCRIBED AS

7. SAID QUARTER SECTION; THENCE NORTH 00
(ASSUMED BEARING) ALONG THE WEST LINE OF
SOUTH 88 DEGREES 55 MINUTES 38
CONCAVE NORTHWESTERLY THE RADIUS OF
4 MINUTES 22 SECONDS EAST 20.00 FEET;
RE THROUGH A CENTRAL ANGLE OF 90 DEGREES
FACE NORTH 00 DEGREES 08 MINUTES 11
CONCAVE EASTERLY THE RADIUS OF SAID
MINUTES 49 SECONDS EAST 385.00 FEET; THENCE
A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES
1 07 DEGREES 34 MINUTES 47 SECONDS WEST
33 MINUTES 44 SECONDS WEST 172.80 FEET;
13 SECONDS EAST 410.80 FEET; THENCE
NDS EAST 101.80 FEET; THENCE NORTH 43
121.78 FEET; THENCE NORTH 65 DEGREES 21
THENCE SOUTH 24 DEGREES 58 MINUTES 14
CONCAVE WESTERLY THE RADIUS OF SAID
MINUTES 48 SECONDS WEST 575.00 FEET; THENCE
A CENTRAL ANGLE OF 24 DEGREES 30
DE SOUTH 00 DEGREES 08 MINUTES 11
CONCAVE WESTERLY THE RADIUS OF SAID
MINUTES 49 SECONDS WEST 345.00 FEET; THENCE
FOR A CENTRAL ANGLE OF 22 DEGREES 31
DE SOUTH 22 DEGREES 23 MINUTES 13
CONCAVE SOUTHEASTERLY THE RADIUS OF SAID
MINUTES 47 SECONDS EAST 318.00 FEET; THENCE
A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES
00 DEGREES 08 MINUTES 11 SECONDS EAST
EASTERLY THE RADIUS OF SAID CURVE BEARS
NDS EAST 20.00 FEET; THENCE
IGH A CENTRAL ANGLE OF 89 DEGREES 47
DE SOUTH 89 DEGREES 55 MINUTES 38
TH 00 DEGREES 04 MINUTES 22 SECONDS
SAID QUARTER SECTION; THENCE NORTH 88
ALONG LAST SAID SOUTH LINE 1864.12 FEET
12.000 ACRES, MORE OR LESS, SUBJECT TO
RE AND RESTRICTIONS.

LOTS NUMBERED ONE (1)
ER WITH STREETS, RIGHTS
AS SHOWN ON THE PLAT

EAST, AND THEIR LOCATION,
RATELY SHOWN, THE SIZE OF LOTS
ARE SHOWN IN FIGURES DENOTING

Y OF MAY 2001

[Signature]

H. PHILLIPS
LAND SURVEYOR NO. 8860080
IANA

10 OWNERS SIGNATURE

th DAY OF July 2001.

[Signature]
DEBORAH A. SHUITTA
JOHNSON COUNTY AUDITOR

1002883

1 of 2

IN PLAT BOOK 12, PAGE 36 EFGH

WE, THE UNDERSIGNED, HICKORY STICK DEVELOPMENT, L.L.C., OWNERS OF THE
REAL ESTATE SHOWN AS DESCRIBED, HEREBY MAKE PLAT, SURVEY AND LAYOFF
SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH
THIS CERTIFIED PLAT, AND THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT
ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED
IN THIS PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING
RESTRICTIONS, SAID RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED
TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS
ARE AS FOLLOWS:

1. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS HEATHERWOOD
VILLAGE AT HICKORY STICK CROSSING, IN JOHNSON COUNTY, INDIANA.
ALL STREETS, ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT
HEREIN BEFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.
2. THE STREETS AND RIGHTS OF WAYS SHOWN HEREON, SUBJECT TO
CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED
TO THE PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE JOHNSON
COUNTY, INDIANA, HIGHWAY DEPARTMENT.
3. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN
CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL
BE REPERATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION,
THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA
DRAINAGE CODE OF 1965.
4. DRAINAGE SWALES OR DITCHES ALONG DEDICATED ROADWAYS AND
WITHIN RIGHTS OF WAY ARE NOT TO BE ALTERED IN ANY WAY
WITHOUT WRITTEN PERMISSION FROM THE JOHNSON COUNTY HIGHWAY
DEPARTMENT. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SOOVED
GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS OR
PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH
SO THAT DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY
SUCH WATER. DRAINWAYS MAY BE CONSTRUCTED OVER THESE SWALES
OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR OTHER
APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE JOHNSON COUNTY
HIGHWAY DEPARTMENT.
5. THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "SANITARY
SEWER, DRAINAGE, AND UTILITY EASEMENT" (SS, D & U.E.) ARE
RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE
INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES AND
THE DRAINAGE FACILITIES. SAID STRIPS ARE ALSO RESERVED FOR THE
TOWN OF BARGERSVILLE FOR THE INSTALLATION AND MAINTENANCE OF
SANITARY SEWER MAINS AND APPURTENANCES SUBJECT AT ALL TIMES
TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED,
NO RETAINMENT OR OTHER STRUCTURES ARE TO BE ERCTED OR
MAINTAINED UPON SAID STRIPS OF LAND BUT OWNERS OF LOTS IN THIS
SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE
PUBLIC UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN
THIS SUBDIVISION.
- WHERE SANITARY DISCHARGE CAN ENTER INTO A PUBLIC OR PRIVATE
SANITARY SEWER SYSTEM BY GRAVITY FLOW, THE LOWEST FLOOR
ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED
MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST
DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE
SUBJECT LATERAL CONNECTION WHERE THE DISCHARGE CANNOT ENTER
A SYSTEM BY GRAVITY FLOW THE EFFLUENT SHALL BE DIRECTED INTO A
TIGHTLY COVERED AND VENTED SLUMP FROM WHICH THE EFFLUENT
SHALL BE LIFTED AND DISCHARGED INTO THE SYSTEM A MINIMUM OF 12
INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM
MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.
- THE SANITARY SEWER AND THE CONNECTION THERETO, SHALL BE USED
ONLY FOR AND AS A SANITARY SEWER SYSTEM, NO STORM WATER, RAIN-
OFF WATER, DOWNSPOUTS, FOOTING DRAINS (PERIMETER DRAINS), OR
SUB-OIL DRAINAGE SHALL BE CONNECTED TO THE SANITARY SEWER
SYSTEM. NO SUMP PUMPS SHALL BE CONNECTED TO THE SANITARY
SEWER SYSTEM. A SUMP PUMP TO BE INSTALLED ON ANY LOT OF THIS
DEVELOPMENT MUST BE CONNECTED, VIA A HARD PIPE CONNECTION, TO
A DEDICATED STORM WATER DRAINAGE SYSTEM IN A MANNER WHICH IS
ACCEPTABLE TO THE TOWN OF BARGERSVILLE.
- ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED
WITH THE SANITARY SEWER SYSTEM PROVIDED FOR THIS SUBDIVISION
AS DESCRIBED IN THIS PLAT, RELEASE THEIR RIGHT TO OBJECT,
REMONSTRATE OR APPEAL AGAINST PENDING OR FUTURE AMENDATION
BY THE TOWN OF BARGERSVILLE PURSUANT TO A CERTAIN CONTRACT
DATED APRIL 19, 1989.

6. THERE ARE STRIPS OF GROUND, AS SHOWN ON THE PLAT, MARKED
"LANDSCAPE EASEMENT" (L.E.) WHICH ARE RESERVED AS EASEMENTS
FOR USE BY THE HICKORY STICK HOMEOWNERS ASSOCIATION, ITS
SUCCESSORS AND ASSIGNS TO MAINTAIN THE LANDSCAPE AREAS,
ISLANDS, DRIVEWAY PAVEMENT AND PROJECT WALLS AS DEFINED IN THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HICKORY RIDGE VILLAGE SECTION ONE SUBDIVISION.

7. DEFINITIONS
(A) SIDE LINE - MEANS A LOT BOUNDARY THAT EXTENDS FROM THE
ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF SAID LOT.
(B) REAR LINE - MEANS THE LOT BOUNDARY LINE THAT IS FARTHEST
FROM AND SUBSTANTIALLY PARALLEL TO THE ROAD ON WHICH THE
LOT ABUTS, EXCEPT THAT ON CORNER LOTS, IT MAY BE
DETERMINED FROM EITHER ABUTTING ROAD.
(C) FRONT YARDS - THE FRONT BUILDING SETBACKS SHALL BE AS SET
FORTH UPON THIS PLAT.
(D) CUL-DE-SACS - IF A PARTICULAR LOT ABUTS ON A CUL-DE-SAC,
THE FRONT BUILDING SETBACK LINE SHALL BE AS SHOWN ON THE
PLAT OF THAT LOT.
(E) SIDE YARDS - THE SIDE YARD SETBACKLINE SHALL NOT BE LESS
THAN AN AGGREGATE OF TEN (10) FEET, HOWEVER, NO SIDE
YARD SHALL BE LESS THAN FIVE (5) FEET FROM THE SIDE LINES
OF THE LOT.
(F) REAR YARDS - REAR YARD SETBACKS SHALL BE AT LEAST TWENTY
(20) FEET FROM THE REAR LOT LINE.

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8. NO FENCE, WALL, HEDGE, TREE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN 2.5 FEET AND 8 FEET ABOVE THE 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 35 FEET FROM THE INTERSECTION OF SAID STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT OF WAY LINES EXTENDED.

9. THE SAME SIGHTLINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET OF THE INTERSECTION OF A STREET RIGHT OF WAY LINE WITH THE EDGE OF THE DRIVEWAY PAVEMENT OR ALLEY LINE. NO PORTION OF A PRIVATE DRIVEWAY FOR A CORNER LOT SHALL BE PERMITTED ON DEDICATED RIGHTS OF WAY WITHIN 70 FEET OF THE CENTERLINE INTERSECTIONS OF STREETS ADJACENT TO THE CORNER LOT.

10. ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY THE PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE "DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS" FOR HICKORY RIDGE VILLAGE RECORDED IN MISCELLANEOUS RECORD AS INSTRUMENT NUMBER 2000-002681, THE DEVELOPMENT STANDARDS FOR HICKORY STICK CROSSING RECORDED AS INSTRUMENT NUMBER 189-015043 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA AND SHALL RUN WITH THE LAND.

11. THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2020, AT WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE TEN YEAR PERIODS, UNLESS BY A MAJORITY VOTE OF THE THEN CURRENT OWNERS OF THE LOTS, IT IS AGREED TO CHANGE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

12. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

13. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR A COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

14. THE SANITARY SEWERS, AND THE CONNECTION THERETO, SHALL BE USED ONLY FOR AND AS A SANITARY SEWER SYSTEM. NO STORM WATER, RUN OFF WATER, DOWN SPOUTS, FOOTING DRAINS (PERIMETER DRAINS) OR SUB-SOIL DRAINAGE SHALL BE COMMITTED TO THE SANITARY SEWER SYSTEM. NO SUMP PUMPS SHALL BE CONNECTED TO THE SANITARY SEWER SYSTEM. ALL SUMP PUMPS TO BE INSTALLED ON ANY LOT OF THIS DEVELOPMENT MUST BE CONNECTED VIA A HARD PIPE CONNECTION TO A DEFINED STORM WATER DRAINAGE SYSTEM IN A MANNER WHICH IS ACCEPTABLE TO THE TOWN OF BARGERSVILLE.

15. ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED WITH THE SANITARY SEWER SYSTEM PROVIDED FOR THIS SUBDIVISION AS DESCRIBED IN THIS PLAT, RELEASE THEIR RIGHT TO OBJECT, RECONSTITUTE OR APPEAL AGAINST PENDING OR FUTURE ANNEXATION BY THE TOWN OF BARGERSVILLE.

16. WHERE THE SANITARY DRAINAGE SYSTEM CAN BE DISCHARGED INTO THE SEWER GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION. WHERE PART OF THE DRAINAGE SYSTEM CANNOT BE DISCHARGED TO THE SEWER BY GRAVITY FLOW, THIS PART OF THE SYSTEM SHALL BE DISCHARGED INTO A TIGHTLY COVERED AND VENTED SUMP TROUGH WHICH THE CONTENTS SHALL BE LIFTED (PUMPED) AND DISCHARGED INTO THE BUILDING GRAVITY DRAINAGE SYSTEM A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

IN WITNESS WHEREOF, LARRY J. WALKER, MANAGING MEMBER, HICKORY STICK DEVELOPMENT, L.L.C., HAS CAUSED THE EXECUTION OF THE FOREGOING COVENANTS ON THIS 21 DAY OF MAY, 2001.

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Larry J. Walker
LARRY J. WALKER, MANAGING MEMBER
HICKORY STICK DEVELOPMENT, L.L.C.

I, KENNETH E. ZUMSTERN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT LARRY J. WALKER, MEMBER OF HICKORY STICK DEVELOPMENT L.L.C. ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT FOR AND IN BEHALF OF SAID VENTURE, ABOVE CERTIFICATE APPEARS BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGES THAT HE SIGNED HIS ABOVE CERTIFICATE AS HIS OWN FREE AND VOLUNTARY ACT AND DEED DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THIS 21 DAY OF MAY, 2001.



Kenneth E. Zumstern
KENNETH E. ZUMSTERN
RESIDENT OF JOHNSON COUNTY
MY COMMISSION EXPIRES AUGUST 4, 2001

THE PRIMARY PLAT WAS RECOMMENDED FOR APPROVAL
COUNTY PLAN COMMISSION ON THE 23RD DAY OF MARCH, 1998

David W. Zumbly
JOHNSON COUNTY PLAN DIRECTOR

Douglas Yechner
DOUGLAS YECHNER, CHAIRMAN
WILLIAM GERVAISIO
SECRETARY

THE SUBMISSION PLANS FOR THIS PROJECT WERE APP
JOHNSON COUNTY DRAINAGE BOARD ON THE 7th
SEPTEMBER, 1998.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, JC
INDIANA, THAT THE DEMONSTRATION SHOWN ON THIS PLAT IS HERE
AND ACCEPTED THIS 22 DAY OF JUNE

James Rhoades
JAMES RHOADES

Joseph E. DeHart
JOSEPH DEHART

William Walker
WILLIAM WALKER

THE JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE COVE

RECEIVED BY THE JOHNSON COUNTY ASSESSOR:

Marla A. Nash
MARLA A. NASH, COUNTY ASSESSOR

ENTERED FOR TAXATION THIS 22 DAY OF June

Deborah A. Shutt
DEBORAH A. SHUTT, AUDITOR
JOHNSON COUNTY, INDIANA

INSTRUMENT NO. 2001-018190

RECEIVED FOR RECORD THIS 22 DAY OF June

AT 10:17 A.M. AND RECORDED IN PLAT CABINET I
Jean Harmon
JEAN HARMON, RECORDER
JOHNSON COUNTY, INDIANA

44-0

CODE OF BY-LAWS

OF

Recorded Johnson County, Indiana
Jean Harmon, Recorder

Date: 06/28/2006 Time 14:47:28 1 of 17 Pgs
Inst # 2000-014664 OFF

HICKORY STICK CROSSING HOMEOWNERS ASSOCIATION
D 203
Fee Amt: 41.00
F# 2000014664

ARTICLE 1

IDENTIFICATION

Section 1.01. Name. The name of the Corporation is Hickory Stick Crossing Homeowners Association, Inc.

Section 1.02. Principal Office and Resident Agent. The location of the principal office of the Corporation and the designation of its resident agent shall be as specified in the Articles of Incorporation, such location or such designation or both shall be changed in accordance with the requirements of the Act, in which case the notice of the change that is required by the Act (and the more or most recent of such notices, if two or more shall have been filed) shall be conclusive as to the matters covered by such notice.

Section 1.03. Definitions. The definitions and terms as defined and used in the Declaration of Covenants And Restrictions of Hickory Stick Residential Communities shall have the same meaning in these By-Laws and reference is specifically made to Article I thereof containing definitions of terms.

ARTICLE 2

MEMBERSHIP

Section 2.01. Qualification. The qualifications for membership in the Corporation shall be those prescribed in the Articles and in Article IV Section 1 of the Declaration of Covenants And Restrictions of Hickory Stick Residential Communities (hereinafter sometimes referred to as the "Declaration"). A member shall be hereafter referred to as "Member" and sometimes used interchangeably with "Owner".

Section 2.02. Privileges of Members. The Members (and any person who both belongs to the family of a Member and has the same residence as the Member to whose family he belongs) and any person who is a guest of a Member shall have the privilege of using the Common Areas in accordance with the Declaration, the Articles, the By-Laws, and such rules and regulations for the use of the Common Area as may be adopted from time to time by the Board of Directors.

ARTICLE 3

Meetings of Members

Section 3.01. Place of Meetings. All meetings of the Members shall be held at such place in Johnson County, Indiana as may be designated by the Board of Directors and specified in the respective notices or waivers of notice thereof.

Section 3.02. Annual Meetings. An annual meeting of the Members shall be held at 7:30 p.m. on the second Monday in January of each calendar year; provided, however, that the Board of Directors may designate another day and time for the annual meeting.

Section 3.03. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by written petition signed by not less than five percent (5%) of all of the Members.

Upon a request in writing delivered to the President or the Secretary by a Person or Persons entitled to call a special meeting, it shall be the duty of the President or the Secretary to give notice to the Members of such meeting, and, if such request is refused, the Person or Persons making such request may call a meeting giving notice in the manner hereinafter provided.

Business transacted at all special meetings shall be limited to the subjects stated in the call or waiver of notice, and matters germane thereto.

Section 3.04. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary or by the officer or Person calling the meeting to each Member at such address as appears on the records of the Corporation not more than thirty (30) nor less than ten (10) days before the date of any regular meeting and not more than thirty (30) nor less than five (5) days before the date of any special meeting. Notice of any meeting may be waived in writing filed with the Secretary by any Member if the Waiver sets forth in reasonable detail the Purpose or purposes for which the meeting is called and the time and place of the meeting. Attendance at any meeting shall constitute a waiver of notice of that meeting.

Section 3.05. Voting Lists. At least ten (10) days before each regularly scheduled meeting and at least five (5) days before any special meeting of the Association at which the Owners may be called upon to vote, the Secretary shall make a complete list of

Members entitled to vote at the meeting, which list may be inspected by any Member, for any proper purpose, at any reasonable time.

Section 3.06. Quorum. At any meeting of the Members, Members constituting fifty percent (50%) plus one of the votes of the Association present in person or by proxy executed in writing, shall constitute a quorum for the transaction of business, except as otherwise provided by law.

Section 3.07. Voting Rights. The voting rights of the Members shall be as prescribed in the Articles and in Article IV Section 2 of the Declaration. In any election of Directors, each Member shall have the right to multiply the number of votes to which said Member may be entitled by the number of Directors to be elected.

Section 3.08. Method of Voting. A vote attributable to a Lot shall be cast as follows:

(a) Single Owner or Occupant. Where an individual is the sole Owner of a Lot or the sole Occupant of a residence the vote attributable to that Lot or residence shall be cast by such individual.

(b) Multiple Owners or Occupants. When a Lot is owned by two or more individuals, whether as joint tenants, tenants in common, or tenants by the entireties, or by a partnership, or when a residence is occupied by more than two individuals as joint lessees, there shall be only one voting representative entitled to cast the vote attributable to such Lot or residence. The partners or those individuals owning the Lot or those individuals occupying the residence shall determine among themselves who shall cast such vote. In the event agreement is not reached, the vote attributable to such Lot or residence shall not be cast.

(c) Voting by Corporation or Trust. Where a corporation or trust is the owner of a Lot, the trustee may cast the vote attributable to such Lot on behalf of the trust and the agent or other representatives of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

Section 3.09. Proxies. A Member may vote in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member shall designate his or her attorney-in-fact in writing, delivered to an officer of the Corporation prior to the commencement of the meeting.

ARTICLE 4

Board of Directors

Section 4.01. Functions. The business, property and affairs of the Corporation shall be managed and controlled by a Board of Directors as from time to time constituted (herein collectively called the "Board" or "Directors" and individually called "Director").

Section 4.02. Eligibility. No person shall be a Director who is not a Member.

Section 4.03. Number. Except as provided in Article V, Section 2 of the Declaration the number of Directors comprising the Board shall be six (6) which number may from time to time be increased to a number of no more than twelve (12) by resolution adopted by not less than a majority of the Board of Directors. Each residential community within Hickory Stick Crossing shall be represented by at least one Director who shall be a resident of that community. No reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members entitled to elect such additional Director or Directors according to a procedure established by the Board by resolution which is consistent with the requirements of Section 4.06.

Section 4.04. Nomination. Candidates for election to the Board of Directors shall file a signed petition of candidacy with the Elections Committee at least three (3) weeks prior to the annual meeting. The Elections Committee shall provide all Members with a ballot containing the names of all bona fide candidates not less than ten (10) days before the annual meeting.

Section 4.05. Election. Directors shall be elected at the annual meeting provided in Article 3 herein. The Board may, by resolution, establish such election procedures therefor, including certification requirements, as it deems appropriate.

Voting for the Board of Directors shall be by secret written ballot. The ballot shall be prepared by the Elections Committee and shall contain the name of each person nominated for election. Those persons receiving the highest number of votes shall be elected.

Section 4.06. Term. Except, and as provided in Article V, Section 2 of the Declaration, each Director shall serve for a term of one (1) year or until his or her successor is elected and

qualified. Directors shall be limited to four (4) consecutive terms.

Section 4.07. Resignation. Any Director may resign at any time by giving written notice of such resignation to the President or the Secretary of the Board. Such resignation shall be made in writing and shall take effect at the time specified therein, and, if no time is specified, at the time of its acceptance by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 4.08. Removal. Any Director may be removed with or without cause by vote of a majority of those Members who are eligible to elect the Director at a special meeting of such Members duly called and constituted.

Section 4.09. Vacancies. Any vacancy occurring on the Board of Directors caused by death, resignation or otherwise, the vacancy shall be filled by a Member, who will act as an interim Director, at the next meeting by way of a vote of a majority of the remaining members of the Board. If a majority of the remaining members of the Board cannot agree on a person to fill any such vacancy, a special meeting of the Members shall be called to select a person to fill such vacancy.

Section 4.10. Meetings. The Board of Directors shall meet in each year immediately after the annual meeting of the Members, at the place where such meeting of the Members has been held, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice shall be necessary for the holding of this annual meeting. If such meeting is not held as above provided, the election of officers may be held at any subsequent meeting of the Board specifically called in the manner provided in Section 4.12 below. Special meetings of the Board may be called by the President and shall be called by order thereof upon the written request of not less than one-third (1/3) of the membership of the Board, which request shall set forth the business to be conducted at such meeting.

Section 4.11. Initial Meeting. The first order of business at the initial meeting of the initial Board of Directors shall be the adoption of these By-Laws and the certification thereof by the Secretary for the Board.

Section 4.12. Notice of Meetings. Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be given by mailing the same at least three (3) days or by telephoning the same at least twelve (12) hours before the meeting to the usual business or residence address of the Director as shown

upon the records of the Corporation. Notice of any meeting of the Board may be waived in writing filed with the Secretary by any Director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place of the meeting. Attendance at any meeting of the Board shall constitute a waiver of notice of that meeting unless that Director's attendance is made for the purpose of objecting to the calling of the meeting for the reason of improper notice.

Section 4.13. Quorum. A quorum of the Board of Directors at any annual, monthly or special meeting of the Board shall be a majority of the duly qualified members of the Board then occupying office, except for the initial Board of Directors a quorum for which will require 100% attendance.

Section 4.14. Committees.

(a) **Election Committee.** The Board of Directors, by vote of a majority of Directors then serving, shall appoint an Elections Committee no later than two (2) months prior to the date of the annual meeting. The Elections Committee shall consist of a chairman and at least four (4) Members none of whom shall be candidates for office and at least one of which shall be a Director. It shall be the duty of the Elections Committee to provide supervision of the nomination and election of Directors in accordance with the provisions of the Articles and these By-Laws and with procedures adopted by the Board of Directors. Record of same shall be maintained and kept by the chairman of the Elections Committee.

(b) **Other Committees.** The Board of Directors by resolution adopted by a majority of the Board, may designate one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Corporation. Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

Section 4.15. Powers. All the corporate powers except as otherwise provided herein by law, shall be vested in and shall be exercised by the Board of Directors. Said powers shall include, but not be limited to:

- (a) The power to adopt, publish, and enforce rules and

regulations governing the use of the Lots and Common Areas;

(b) The power to contract, lease or purchase for the benefit of the Members such property, equipment, materials, labor and services as may be necessary in the judgment of the Board;

(c) The power to exercise the powers and perform the duties of the Corporation granted, imposed, authorized or permitted by the Declaration and any Supplementary Declaration, the exercise of which is not reserved or committed to the membership by the Articles or By-Laws;

(d) The power to make and collect Assessments and charges, establish and collect membership dues, and levy and collect fines for the violation of rules and regulations governing the use of the Common Areas;

(e) The power to employ legal counsel, architects, engineers, contractors, accountants, consultants, managers, independent contractors and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the maintenance, repair, replacement, restoration, and operation of the Common Areas and the business and affairs of the Corporation.

Section 4.16. Duties. It shall be the duty of the Board of Directors to:

(a) cause the Common Areas to be maintained in good, clean, attractive and sanitary condition, order and repair;

(b) adopt and publish rules and regulations, including fees, if any, governing the use of the Common Areas and facilities located thereon, and the personal conduct of the Members, members of their families, and their guests;

(c) suspend the right of any Owner to use the Common Areas during any period during which such Owner shall be in default for more than thirty (30) days after notice in the payment of any Assessment. Such rights of the Members may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for violation of any provision of the Declaration or any rules and regulations;

(d) cause to be kept a complete record of all its corporate affairs, including rules and regulations, if any, make such records available for inspection, by any Member or his or her authorized agent, and present an annual report thereof to the Members;

(e) supervise all officers, agents and employees of the Corporation and see that their duties are properly performed;

(f) issue upon demand by any Member a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made;

(g) designate depositories for the Corporation funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as it may deem appropriate;

(h) hold a public hearing on the proposed annual budget and approve the annual budget by a two-thirds (2/3) vote of the Directors;

(i) by a two-thirds (2/3) vote of the Directors, fix annual General and Special Assessments at an amount sufficient to meet the obligations imposed by the Declaration and all Supplementary Declarations;

(j) annually set the date(s) Assessments are due and decide what, if any, interest rate is to be applied to Assessments which remain unpaid thirty (30) days after they become due;

(k) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or first installment thereof;

(l) cause the lien against any property for which Assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay same;

(m) procure and maintain adequate insurance to protect the Corporation, its employees and its personal and real properties;

(n) enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration;

(o) appoint such committees as are prescribed in Section 4.14; and

(p) exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a

potential conflict of interest may exist.

(q) perform those duties of the Corporation imposed, authorized or permitted by the Declaration or any Supplemental Declaration, the exercise of which is not reserved or committed to the membership by the Articles or the By Laws.

Section 4.17. Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any Person arising out of contracts made by the Board on behalf of the Corporation unless any such contract shall have been made in bad faith or is contrary to the provisions of the Articles, the by-Laws, or the Act. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association and as its agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to a fraction, the numerator of which is the number of Lots owned or occupied by him and the denominator of which is the total number of Lots in the subdivision affected thereby. Every contract made by the Board or any management agent on behalf of the Corporation, shall provide that the Board of Directors is acting as agent for the Association and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their fractional interest described above.

Section 4.18. Additional Indemnity of Directors. The Association shall indemnify any Person, his or her heirs, assigns, and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which item shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his or her duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if such Director found was not guilty of gross negligence or misconduct or found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable

for negligence or misconduct in the performance of his or her duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or on behalf of the Corporation, or by any officer or employee thereof, or by any accountant, attorney or other Person employed by the Corporation to render advice or service unless such Director had knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 4.19. Transactions Involving Affiliates. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any Persons in which one or more of the Directors are directors, officers, partners, or employees or are pecuniarily or otherwise interested, shall be void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose if:

(a) the fact of the affiliation or interest is disclosed or known to the Board of a majority thereof and noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the affiliation or interest is disclosed or known to the Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Affiliated or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote as if they were not so affiliated or not so interested.

Section 4.20. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the structures located in the Common Areas, if any, whether owned or leased by the Corporation, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost or any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering the Common

Areas and all damage or injury caused by the negligence of the Corporation or any of its agents. All such insurance policies shall contain a provision that all Members shall, in appropriate circumstances, be able to recover damages as claimants under such insurance. The insurance may include coverage against vandalism. The requirements for insurance are more particularly set out in Article XIII of the Declaration. Premiums for all such insurance shall be included in the General Assessment. In the event of damage or destruction by fire or other casualty to any structure covered by insurance written in the name of the Corporation, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Common Areas to its condition before such damage. All such insurance proceeds (if the amount of such proceeds exceeds \$5,000.00) shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signatures of at least one-third (1/3) of the members of the Board of Directors, or by their duly authorized agent. In such event, the Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed structure or structures. In the event that the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the condition same was in prior to the damage or destruction, the Board of Directors may level a Special Assessment in the manner specified in Article XIV of the Declaration to make up any deficiency. Excess insurance proceeds, if any, shall become a part of the Corporation's reserve for replacements.

Section 4.21. Compensation. No Director shall receive any compensation for any service he may render to the Corporation unless and as provided in Section 5.01 herein. He may, however, be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5

The Officers of the Corporation

Section 5.01. Officers and Agents. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two or more offices may be held by the same person, except that the duties of the President and the Secretary shall not

be performed by the same person. The Board of Directors may, by resolution, create, appoint and define the duties and fix the compensation of such officers and/or agents as, in its discretion, is deemed necessary, convenient or expedient for carrying out the purposes for which the Corporation is formed; provided, however, that officers and agents shall be compensated only for actual services performed on behalf of the Corporation.

Section 5.02. Election, Term of Office and Qualifications. The candidates for the office position vacant by virtue of a term which shall then be expiring shall be chosen annually by the Election Committee. Each officer shall hold office until the next annual meeting of the Board of Directors held at the time his or her term shall then be expiring or until his or her successor is chosen and qualified.

Section 5.03. Vacancies. In the event an office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors shall elect a person to fill such vacancy, and the person so elected shall hold office and serve until the term of the position held expires or until the election and qualification of his or her successor.

Section 5.04. President. The President, who shall be chosen from among the membership of the Board of Directors, shall preside at all meetings of the Board, if present; shall appoint the chairmen and members of all standing and temporary committees, except the Elections Committee, subject to the review of the Board of Directors; shall be the executive officer of the Corporation; shall have and exercise general charge and supervision of the affairs of the Corporation; and shall do and perform such other duties as these By-Laws provide or as may be assigned to him by the Board of Directors.

Section 5.05. Vice President. Any Vice President may perform all duties incumbent upon the President during the absence or disability of the President and shall perform such other duties as these By-Laws may require or as may be assigned to him by the President or the Board of Directors.

Section 5.06. Secretary. The Secretary shall have the custody and care of the corporate records and the minute book of the Corporation. He shall attend all the meetings of the Board of Directors and Members of the Corporation, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required. He shall attend to the giving and serving of all notices of the Corporation, shall file and take care of all papers

and documents belonging to the Corporation, and shall perform such other duties as may be required by these By-Laws or as may be prescribed by the Board of Directors.

Section 5.07. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his or her hands in a national bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation. He shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation and shall perform such other duties as may be required by these By-Laws or as may be prescribed by the Board of Directors.

Section 5.08. Removal. Any officer of the Corporation may be removed from office by the affirmative vote of two-thirds (2/3) of all the Directors at any regular or special meeting of the Board of Directors called for the purpose for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objects, or for refusal to render reasonable assistance in carrying out its purposes. Any officer whose removal is proposed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

Section 5.09. Resignation. Any officer or member of a committee may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and, if no time be specified, at the time of its receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effect.

ARTICLE 6

Architectural Control Committee

Section 6.01. Composition. Except as provided in Article IX, Section 1 of the Declaration the Architectural Control Committee shall be comprised of not more than five (5) nor less than three (3) Persons elected by the Board of Directors by a vote of a majority of the Directors then serving. No more than one-third (1/3) of the Architectural Control Committee shall simultaneously

serve as a member of the Board of Directors.

Section 6.02. Organization. The Architectural Control Committee shall elect from among its membership a chairman, secretary and such other officers as it deems appropriate.

Section 6.03. Quorum. A quorum for action by the Architectural Control Committee shall be a majority of its members, but in no event less than two (2) members.

Section 6.04. Procedures. The procedures, powers, duties and authority of the Architectural Control Committee are set out in Article IX Sections 2 through 11 of the Declaration.

ARTICLE 7

Corporate Books

Except as otherwise provided by the laws of the State of Indiana, by the Declaration, Articles, or these By-Laws, the books and records of the Corporation may be kept at such place or places, within or without the State of Indiana, as the Board of Directors may from time to time by resolution determine, but all of such books and records shall be open for inspection to any Member at any reasonable time for purposes reasonably related to his or her interest as a Member.

ARTICLE 8

Financial Affairs

Section 8.01. Contracts. Subject to the provisions of Article V Section 8 of the Declaration the Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or render it liable pecuniarily for any purpose or to any amount.

Section 8.02. Checks, Etc.. All checks, drafts, notes, bonds, bills of exchange, and order for the payment of money, shall, unless otherwise directed by the Board of Directors or required by law, be signed by any two of the following officers,

who are different persons: President, a Vice President, Secretary or Treasurer. The Board of Directors, however, may designate officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks and orders for the payment of money on its behalf.

Section 8.03. Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors.

Section 8.04. Reserve for Replacements. The Board of Directors shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the buildings and improvements located on the Common Areas and of equipment and Property, including but not limited to maintenance and repair of buildings, if any, and resurfacing of streets. In determining the amount, the Board shall take into consideration the expected useful life of such improvements, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of the managing agent or any consultants the Board may employ. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purposes of effecting the maintenance, repair, renewal or replacement of the buildings and improvements located upon the Common Areas and the equipment. The Board shall annually review the adequacy of the Replacement Reserve Fund.

Section 8.05. General Operating Reserve. The Board of Directors shall establish and maintain a reserve fund for general operating expenses of a non-recurring nature by the allocation and payment to such reserve fund not less frequently than annually of an amount described as follows:

- (i) 3% of the amount of the General Assessment until the reserve fund is equal to 30% of the amount of the General Assessment;
- (ii) thereafter, 2% of the amount of the General Assessment until the reserve fund is equal to 50% of the amount of the General Assessment, when payments to the reserve shall terminate.

Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by the United States of America. The general operating reserve may be expended for operating contingencies of a non-recurring nature or for capital improvement or capital replacement or repair purposes, provided that a method for replenishment of the fund is simultaneously adopted by the Board.

Section 8.06. Fiscal Year. The fiscal year of the Corporation shall be based upon the calendar year, beginning January 1 and ending December 31.

Section 8.07. Assessment Year. The assessment year of the Corporation shall be based upon the calendar year, beginning January 1 and ending December 31.

Section 8.08. Auditing. At the close of each fiscal year, the books and accounts of the Corporation shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. A copy of such report shall be made available to a Member at the request of such Member.

Section 8.09. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate as prescribed in Article XI Section 5 of the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for assessments provided for herein.

ARTICLE 9

Amendments

The power to make, alter, amend or repeal the By-Laws is vested in the Board of Directors, which power shall be exercised by the affirmative vote of a two-thirds (2/3) majority of the Directors present at any meeting of the Board; provided, however,

that any such changes have been posted for the review and comment of the Owners for a period of not less than thirty (30) days prior to such meeting.

ARTICLE 10

Conflict With Declaration

In the event it is determined that there exists a conflict between the language used in these By-Laws and the language used in the Declaration, the language of the Declaration shall govern.

These By-Laws have been duly adopted as of this 2ND day of FEBRUARY, 2000, by vote of the initial Board of Directors.
HICKORY STICK CROSSING HOMEOWNERS ASSOCIATION, INC.

Larry J. Walker, Pres.
Larry J. Walker, President

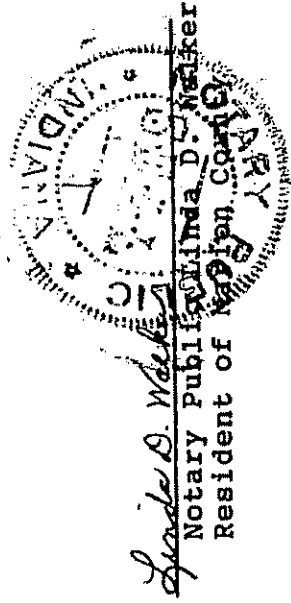
Attest:
Julia Russell, Secretary
cfc\doc\hickorystick-by-laws

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

On this 2nd day of February, 2000, before me, a Notary Public in and for the State of Indiana, personally appeared Larry J. Walker, an authorized Member of HICKORY STICK CROSSING HOMEOWNERS ASSOCIATION, INC. who executed the foregoing CODE OF BY-LAWS for HICKORY STICK CROSSING HOMEOWNERS ASSOCIATION, INC.

My Commission Expires:

July 30, 2006



This instrument prepared by Larry J. Walker