

OAK CREEK ESTATES ROAD ASSOCIATION COVENANTS,  
RESTRICTIONS, LIMITATIONS AND CONDITIONS

## I.

The names of this Association is the Oak Creek Estates Road Association.

## II.

That there is hereby established an unincorporated Association which shall be applicable to real estate located in Morgan County, State of Indiana, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and all deeds of conveyance and land contracts executed which relate to the above-described real estate shall be subject to the covenants, restrictions, limitations, and conditions contained herein, and each buyer/grantee, whether it be by deed or by contract, shall be deemed to agree to be bound by and take subject to the terms and conditions herein.

## III.

Membership in the Association shall be created or transferred in the event any interest, legal or equitable, is transferred as to any portion of the described real estate to any party not originally signing this instrument. Each tract shall have one vote in regard to any modifications of these covenants, restrictions, and limitations, and conditions. Modification of any part hereof shall be only upon seventy percent (70%) vote of all members present at a meeting held upon reasonable notice to all. Reasonable notice shall be not less than ten (10) days written notice to all members, by certified mail, directed to the address of the actual portion of real estate herein owned by such member, or to the address shown for tax purposes in the Office of the Treasurer of Morgan County, Indiana, as regards such member.

## IV.

The length of time for which this Association is formed is ten (10) years from the date of the recording of this instrument, and each ten (10) years thereafter unless modified or changed by the Association herein.

V.

As to the regulations governing the Association and permissible activities on the described real estate, they shall be as follows:

1. The Association shall elect a governing body, the number of which shall be determined by said Association at a meeting properly called as set out hereinabove. The Association shall elect a Road Director during the month of October each year. All members of the governing body and the Directors shall serve without pay, and shall serve until their successors are duly elected at a meeting properly called and held as set out herein. The first Road Director shall be appointed by the Declarant herein until a Road Director is elected as set out herein. Election of the members of the governing body and said Road Director shall be by a majority vote of members present and voting at a meeting held upon reasonable notice to all members, as set out hereinabove.

#### VI.

The covenants, restrictions, limitations, and conditions for tracts within the Oak Creek Estates are as follows:

1. LAND USAGE: No tract may be subdivided or contain a structure used for commercial purposes or the operation of a business.
2. DWELLINGS: Construction of any building must be completed within one (1) year from the time construction is started. Residence structures must contain at least 1800 square feet of living area, not including a garage, as regards one level above grounds, and 2600 square feet of living area, not including a garage, as regards two (2) levels above ground. The exterior of the residence may only be constructed of logs, stone, brick, stone and/or brick siding. All conjunction with exterior paneling or other approved siding. All dwellings must be fully completed upon the exterior before being occupied.
3. GARBAGE AND OTHER REFUSE: No part of any tract may be used as a dump for garbage and/or refuse.
4. STORAGE TANKS: Oil or gas storage tanks must be either buried or located within a structure so as not to be seen from the outside.
5. ANIMALS: Horses and household pets such as dogs or cats are the only animals allowed.
6. HUNTING: No hunting is allowed on any tract within the Oak Creek Estates.
7. DRIVEWAYS: For any tract owner whose driveway enters from Oak Drive within the Oak Creek Estates, a prorata fee may be assessed whenever additional repair and improvement is needed.

8. FENCES: Fences constructed by tract owners must be maintained for function and appearance. Barbed wire may not be used in any fence.

9. Any of the aforementioned covenants may be deleted or changed with the consent of all property owners within the Oak Creek Estate.

10. TERMS With the exception of covenant number (7) which would cease to be applicable if and when the County would take over maintenance of Oak Drive, all other restrictions are to run with the land and shall be binding on all parties purchasing tracts within the Oak Creek Estates. Violation of any of the aforementioned covenants shall result in a civil suit to recover damages and/or the tract.

11. ADDITIONAL STRUCTURES: No more than one (1) residence and one (1) garage may be built on a tract as originally sold and no more than two (2) structures in addition to such residence and garage shall be constructed on any one (1) tract of real estate as originally sold.

12. SUBJECT FURTHER TO an assessment for a pro-rata amount for road maintenance as regards the main roadway serving said Oak Creek Estates running South from Bunker Hill Road, a copy of which is attached hereto and made a part hereof as Exhibit "A".

VII.

The roadway herein, as shown on Exhibit "A", is a private roadway, and shall be under the auspices of the Association, and are dedicated to the use of the owners of the separate tracts within the described real estate.

VIII.

Each Tract described in Exhibit "A" shall be assessed a pro-rata amount in October of each year for the road maintenance. These funds shall be paid, in trust, to the Road Director, who shall account to the members for the use of such funds. The owner of each tract described in Exhibit "A" shall be assessed by the Road Director for the maintenance of the roadway easement as described in Exhibit "A" for an equal pro-rata amount of money for reasonable maintenance work necessary to maintain said roadway in a conditional suitable for automotive traffic to each tract described in said Exhibit "A". Assessment shall be on an equal pro-rata basis and shall be divided equally between the number of tracts being served by such roadway described in Exhibit "A".

IX.

The assessment as provided herein, if not paid within fifty (50) days of Notice of Delinquency, shall be a lien upon the tract owned

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by the person or persons liable for such assessment, which lien shall be foreclosed by the Association in the same manner and procedure as is applicable for the foreclosure of mortgages, then in effect, including interest at an initial rate of eighteen percent (18%), and at a rate thereafter set by the Association, plus reasonable attorney fees, costs and expenses relating to such proceedings.

X.

There is hereby granted a blanket easement upon, across, over and under the roadway described in Exhibit "A" herein, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewers, gas, telephone, electricity and master antenna or cable system. By virtue of this easement, it shall be expressly permissible for the company providing utilities service to erect and maintain the necessary poles, equipment, and service to erect and maintain the necessary poles, equipment and lines upon said easement, to affix and maintain wires, circuits and conduits on, above, across and over the roadway as shown in Exhibit "A" herein. An easement is further granted to all police, fire protection, ambulance and similiar persons or entities to enter upon said roadway in the performance of their duties.

XI.

The provisions contained herein shall run with the land; however, violation shall not result in forfeiture or reversion of title to the real estate. Membership shall terminate when legal or equitable interest in the real estate is terminated.

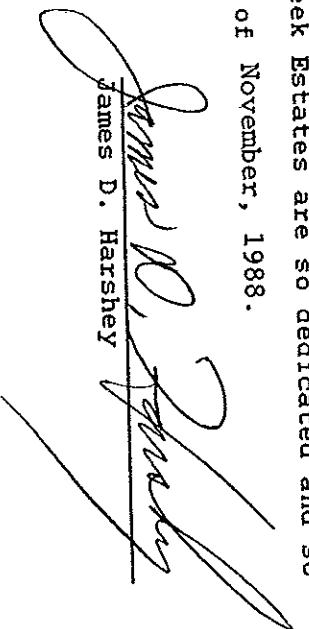
CHICAGO TITLE  
XII.

Tracts "A" and "B", also known as Tract 1A and 1B, and also known as Tract 1 shall have no rights, responsibility, or involvement in any manner, including voting rights, regarding the main roadway serving Oak Creek Estates, referred to and described herein.

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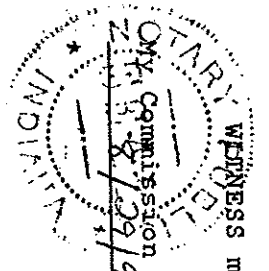
The above covenants, restrictions, limitations and conditions for the tracts within Oak Creek Estates are so dedicated and so restricted this the 7th day of November, 1988.

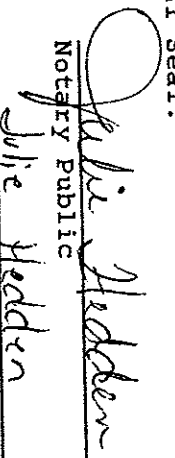
  
James D. Harshey

STATE OF INDIANA,  
COUNTY OF OWEN SS:

Before me, a Notary Public within and for said County and State, personally appeared JAMES D. HARSHHEY, who acknowledged the execution of the foregoing Oak Creek Estates Road Association Covenants, Restrictions, Limitations and Conditions, this the 7th day of November, 1988.

WITNESS my hand and official Seal.



  
Notary Public  
Julie Hedden  
Printed  
A resident of Owen County, IN.

This instrument prepared by George B. Mathes, Attorney at Law

HEREFORE ENTERED FOR TAXATION  
Book 10 Page 363 DATE November 7, 1988  
MORGAN COUNTY AUDITOR

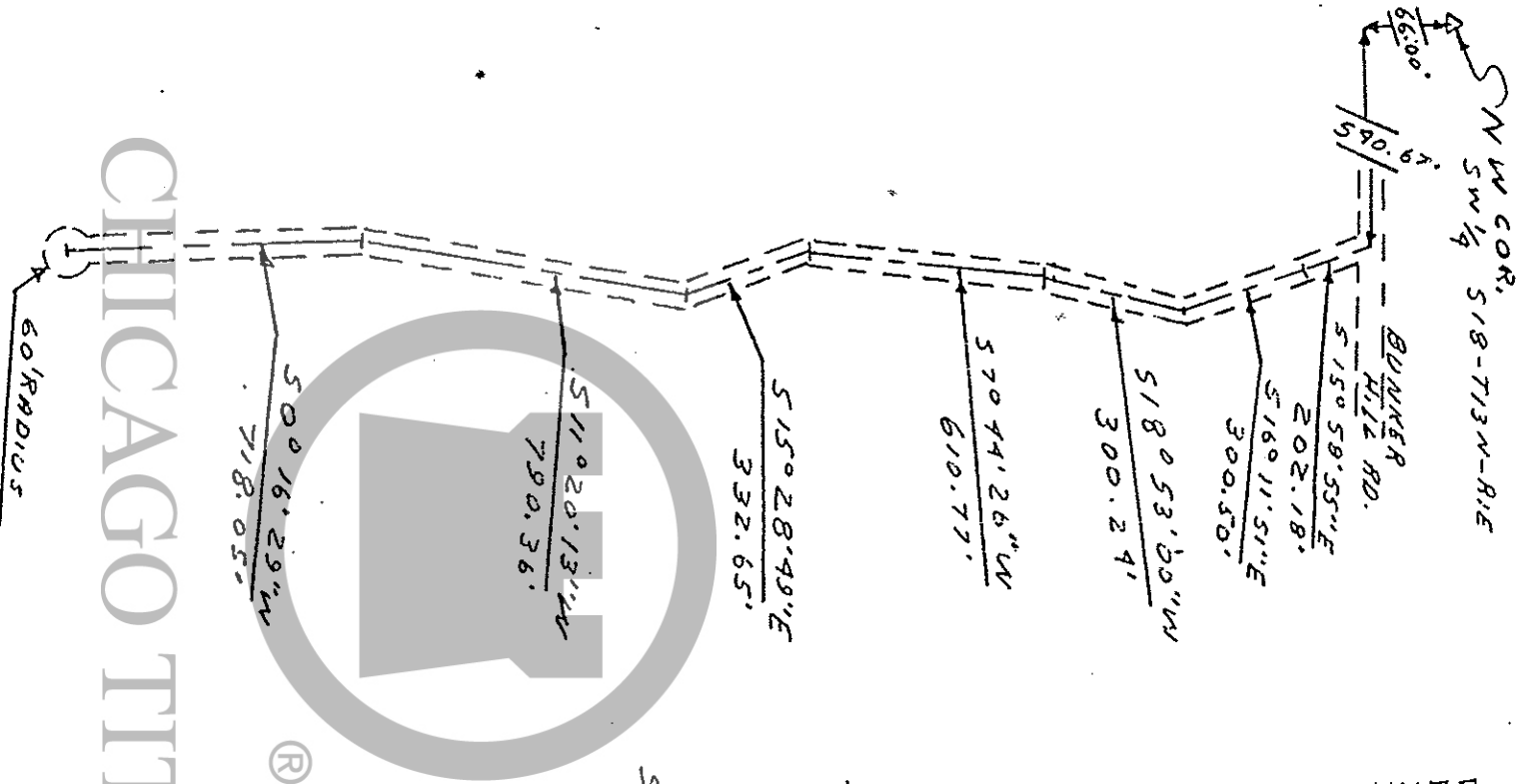
CHICAGO TITLE

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EXHIBIT A

William D. Harlos  
R.L.S. No. S0322, IN  
PO Box 35 Hy. 41 North  
Bloomington, IN 47832

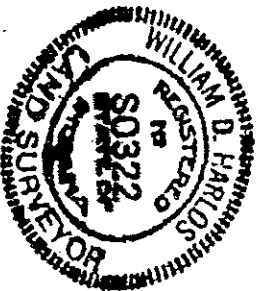
PAGE(1) OF (2)



CHICAGO TITLE

RE: James Harshey  
Monrovia, Indiana

Date: October 19, 1988



This document certified by:  
William D. Harlos, LS  
Registered Land Surveyor  
No. S0322, Indiana  
Signed: *William D. Harlos*

RE: James Harshey  
Monrovia, Indiana

EASEMENT FOR INGRESS & EGRESS - OAK GROVE ESTATES

A part of the Southwest Quarter and the Southeast Quarter of Section 18, Township 13 North, Range 1 East of the Second Principal Meridian, located in Morgan County, Indiana, being an easement for ingress and egress, described as follows:

From the Northwest corner of the Southwest Quarter of Section 18, Township and Range aforesaid, proceed South 02 degrees 13 minutes 35 seconds West for a distance of 66.00 feet to the center of Bunker Hill Road; thence North 89 degrees 00 minutes 00 seconds East with the centerline of Bunker Hill Road for a distance of 540.67 feet for a place of beginning, and being 25.00 feet on each side of a centerline described by the following bearings and distances; thence South 15 degrees 58 minutes 55 seconds East for a distance of 202.18 feet; thence South 16 degrees 11 minutes 51 seconds East for a distance of 300.50 feet; thence South 18 degrees 53 minutes 00 seconds West for a distance of 300.24 feet; thence South 7 degrees 44 minutes 26 seconds West for a distance of 610.77 feet; thence South 15 degrees 28 minutes 49 seconds East for a distance of 332.65 feet; thence South 11 degrees 20 minutes 13 seconds West for a distance of 790.36 feet; thence South 0 degrees 16 minutes 29 seconds West for a distance of 718.05 feet to the center point of a 60.00 feet radius cul-de-sac and including the 60.00 feet radius cul-de-sac, containing 3.35 acres, more or less, subject to highways, legal rights-of-way and easements of record.

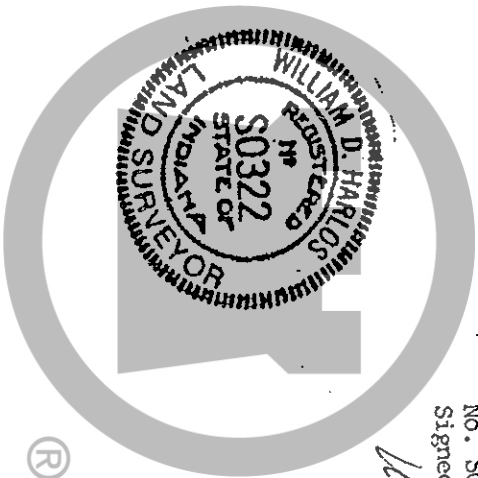
Date: October 19, 1988

This document certified by:  
William D. Harlos, LS  
Registered Land Surveyor

No. S0322, Indiana

Signed:

*William D. Harlos*



CHICAGO TITLE

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8906319

BOOK 105 PAGE 412

FIRST AMENDMENT  
OAK CREEK ESTATES  
ROAD ASSOCIATION COVENANTS,  
RESTRICTIONS, LIMITATIONS AND CONDITIONS

The undersigned persons certify that they constitute all owners of real estate commonly known as OAK CREEK ESTATES, subject to certain covenants and restrictions, and do hereby DECLARE, DEDICATE and AMEND such covenants and restrictions heretofore entered into and dedicated November 7, 1988 and recorded November 7, 1988 in <sup>Misc</sup> Deed Record 102, pages 360-366, of the Recorder's Office of Morgan County, Indiana, in the following particulars:

1. Exhibit "A" is hereby voided and substituted in lieu thereof "Amended Exhibit A," being a certain plat dated May 21, 1989 by Ross O. Holloway, Reg. Indiana Surveyor No. S0530, wherever Exhibit "A" is referenced.
2. Article IV is amended by deleting the initial and successor terms of ten (10) years and substituting in lieu thereof:  
"The length of time for which this association is formed is in perpetuity or until revoked in writing by three-fourths (3/4) of the members."
3. Article VII is amended by adding the following language:

"The access and utility easements of Oak Creek Estates being more particularly described by plat by Ross O. Holloway, Reg. Indiana Surveyor No. S0530, is incorporated herein as Exhibit "B."

4. Articles VIII and X are amended by deleting reference to the roadway described in Exhibit "A" and substituting in lieu thereof the roadway described in Exhibit "B."

This amendment dated this 10 day of Aug., 1989 shall be effective upon recordation.

Individually executed the date preceding our names.

Dated: 8-10-89

  
JAMES D. HARSHEY



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )



Before me, a Notary Public in and for said County and State, personally appeared JAMES D. HARSHEY, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be his voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial seal this 10<sup>th</sup> day of Aug., 1989.

(Signature) Lisa A. Craig  
(Printed) Lisa A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

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Owners of the Tract  
Commonly known as Tract "B"  
or Tract 2, Holloway Plat

Richard E. Bain  
RICHARD E. BAIN  
Dolores A. Bain  
DOLORES A. BAIN



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

CHICAGO TITLE

Before me, a Notary Public in and for said County and State, personally appeared RICHARD E. BAIN and DOLORES A. BAIN, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of Aug., 1989.

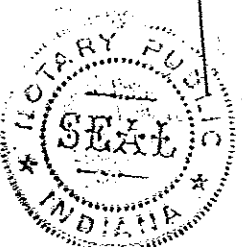
(Signature) Lisa A. Craig  
(Printed) Lisa A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

Owners of Tract 13  
and Contract Purchasers  
of Tract 12

ROBERT L. BUNDY

*Karen S. Bundy*  
KAREN S. BUNDY



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared ROBERT L. BUNDY and KAREN S. BUNDY, who acknowledged execution of the foregoing act and deed for the use and Creek Estates to be their voluntary act and who, being duly sworn, stated the purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 12th day of

August, 1989.

(Signature) Lisa A. Craig  
(Printed) Lisa A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

Owners of Tract 6

*Raymond S. Everson*  
RAYMOND S. EVERSON

*Ruth A. Everson*  
RUTH A. EVERSON



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared RAYMOND S. EVERSON and RUTH A. EVERSON, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 12th day of

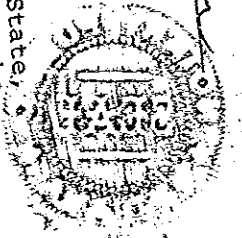
August, 1989.

(Signature) Lisa A. Craig  
(Printed) Lisa A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

Contract Purchasers of  
Tract 4

*Ray Ballou*  
REX BALLOU  
*Frances Kay Ballou*  
FRANCES KAY BALLOU



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared REX BALLOU and FRANCES KAY BALLOU, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 10th day of Aug, 1989.

(Signature) *Shirley A. Craig*  
(Printed) Shirley A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

*Chester L. Musson*  
CHESTER L. MUSSON  
*Marie F. Musson*  
MARIE F. MUSSON



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared CHESTER L. MUSSON and MARIE F. MUSSON, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 10th day of Aug, 1989.

(Signature) *Shirley A. Craig*  
(Printed) Shirley A. Craig  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
5-21-93

Contract purchasers of  
Tract #3

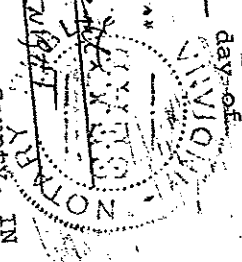
*James F. Thompson*  
JAMES F. THOMPSON

STATE OF INDIANA )  
COUNTY OF MORGAN ) SS:

Before me, a Notary Public in and for said County and State, personally appeared JAMES F. THOMPSON who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial seal this 12 day of August, 1989.

*Walter J. Thompson*  
(Signature)  
WALTER J. THOMPSON  
(Printed)  
Notary Public  
Residing in Morgan County, IN



My commission expires:

January 16, 1992

Dated: 8/12/89  
Contract Purchasers of  
Tract # 11

*William Brackett*  
WILLIAM BRACKETT  
*Patricia Brackett*  
PATRICIA BRACKETT

STATE OF INDIANA )  
COUNTY OF MORGAN ) SS:  
**CHICAGO TITLE**

Before me, a Notary Public in and for said County and State, personally appeared William Brackett and Patricia Brackett, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial seal this 12 day of Aug., 1989.

*Leora M. Fong*  
(Signature)  
LEORA M. FONG  
(Printed)  
Notary Public  
Residing in Morgan County, IN



My commission expires:  
3-5-92

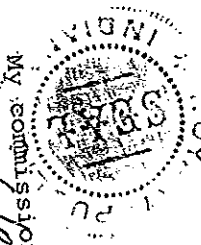
Dated: Aug 10, 1989  
Contract Purchasers of  
Tract 15

Todd Raymond Kincaid  
TODD RAYMOND KINCAID  
Nancy Marie Kincaid  
NANCY MARIE KINCAID

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared TODD RAYMOND KINCAID and NANCY MARIE KINCAID, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 10th day of Aug, 1989.  
(Signature) Todd R Kincaid  
(Printed) Todd R Kincaid  
Notary Public  
Residing in Morgan County, IN



My commission expires: 6/29/93

Dated: 8-12-89  
Owners of Tract 10 and  
Contract Purchasers of  
Tract 9

Larry J Shipley  
LARRY J SHIPLEY  
Anna M Shipley  
ANNA M. SHIPLEY

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared LARRY J. SHIPLEY and ANNA M. SHIPLEY, who acknowledged execution of the foregoing First Amendment of Oak Creek Estates to be their voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 12th day of August, 1989.  
(Signature) Larry J Shipley  
(Printed) LARRY J SHIPLEY  
Notary Public  
Residing in Morgan County, IN

My commission expires:  
March 3, 1992

This instrument prepared by Ralph M. Foley, Attorney at Law





**BY-LAWS FOR THE**

**OAK CREEK ESTATES ASSOCIATION**

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**ARTICLE I**  
Name

The name of this organization shall be **THE OAK CREEK ESTATES ASSOCIATION** (hereinafter "the Association").

**ARTICLE II**  
Membership

Section 1: Qualifications: Membership in the Association shall be limited to persons who are owners (legal or equitable) of numbered residential lots or tracts in the area commonly known as Oak Creek Estates, said area being designated on the map attached hereto and incorporated herein by reference. Persons owning lots in Oak Creek Estates shall not be eligible for membership unless and until such lot or described real estate has been made subject to the Restrictive Covenant dated November 7, 1988, and recorded on or about that day as Instrument No. 8808608, Book 102, Page 360, in the Office of the Recorder of Morgan County, Martinsville, Indiana, as said instrument may be amended and/or supplemented from time to time. \* AMENDED BOOK 105 P 412

A person who has no interest in said numbered residential lots, other than an interest that is held merely as security for the performance of an obligation to pay money, shall not be entitled to membership.

Section 2: Voting: Each tract shall have one (1) vote. There are twenty three (23) tracts in Oak Creek Estates. The minimum number of tracts required to be represented  
Adopted 2/7/92

at an official meeting of the Oak Creek Estates Association shall be six (6). (See Article III, Section 5.) When specified in these By-Laws that a vote must be carried by Seventy Per Cent (70%) of the membership, that means at least sixteen (16) tracts must vote in favor of the motion. If the voting privileges of any tract owner are revoked by action of the Association pursuant to Article II, Section 4, then that number shall be adjusted accordingly. When specified in these By-Laws that a vote must be carried by Seventy Per Cent (70%) of those present and voting, the minimum number of votes to carry a motion shall be four (4). Lots 1 and 2 shall have no votes pertaining to matters relating to the roadway, as described in the Restrictive Covenant.

Section 3: Assessment of Charges: All assessment of charges shall be determined from time to time by the Association. The Association shall have the power to collect assessments for all tracts. The assessments which the Association levies against members shall be a lien against the real estate of such members as well as a personal obligation. Charges and/or dues shall be as follows:

- a. Fifty Dollars (\$50.00) per tract per year, Twenty Five Dollars (\$25.00) of which shall be placed in a special reserve fund to be used for major expenses as the Association deems necessary. Lots 1 and 2 shall pay Twenty Five Dollars (\$25.00) per tract per year.
- b. Special assessments shall be made as necessary by a vote of Seventy Per Cent (70%) of those present and voting.

Annual charges and/or dues shall be due by October 31 of each year. Special assessments shall be due within thirty (30) days after the Association approves such assessments. All dues and/or assessments shall be delivered to the Secretary/Treasurer or to a member of the board of directors either by mail or personally.

The Board of Directors shall give all due consideration to legitimate explanations for a member's inability to pay dues and/or assessments. Partial payments over an agreed upon period of time will be accepted. If it becomes necessary to file a lien against property for nonpayment of dues and/or assessments, a charge of Twenty Five Dollars (\$25.00) shall be added to the amount of the delinquency. After fifteen (15) days written notice of such delinquency given by the Association by the Secretary/Treasurer to the member, if no response is received from the member, the amount shall become a lien on such member's property and the Association shall have the right to record a notice of claim of lien and proceed on such claim in accordance with Indiana statute for the foreclosure and enforcement of liens.

Section 4: Termination of Voting Rights and Privileges: The Association shall have the power to suspend the voting rights and privileges of any members:

- a. **FOR ANY PERIOD THAT ANY ASSESSMENT OR CHARGES REMAIN UNPAID FOR THIRTY (30) DAYS AFTER THE ASSESSMENT BECOMES DUE AND PAYABLE.**

Adopted 2/7/92



- b. During the period of any continuing violation of the rules of the Association or when any member is charged with conduct detrimental to the objects and/or interests of the Association, after the Association declares the existence of such violation, and has notified the member by certified mail or by certified hand delivery. In the event that the member desires to appeal the decision of the Association, he may do so by notifying any member of the board of directors in writing of his decision to appeal within thirty (30) days after receiving notice of the Association's decision. Seventy Per Cent (70%) of those present and voting at the next scheduled meeting is necessary to reverse a decision of the Association.

Section 5: Profit of Members: This Association is strictly not-for-profit and neither it nor any of its members shall engage in any activities for the purpose or benefit of the member as such (other than the usual and customary occupation of the member or any other income-generating activity not related to the purposes of this Association), but this shall not prohibit its members from receiving reasonable compensation for services actually rendered or for expenses actually incurred.

ARTICLE III  
Meetings of Members

Section 1: Place: Meetings of the members shall be held within Morgan County, Indiana, the particular location to be determined in accordance with this article.

Section 2: Regular Meetings: Meetings shall be held at least once per year, said time being determined by the membership or by the Board of Directors, and shall be held a reasonable time in advance of the expiration of the terms of the Board of Directors. Notice of the annual meeting shall be sent by certified mail or certified personal delivery at least thirty (30) days in advance of the meeting.

Section 3: Special Meetings: Special meetings may be held from time to time as the Association feels necessary, or by petition signed by at least one-fourth (1/4) of all members authorized to vote.

Section 4: Notice: Notice of meetings shall state the date, time and location of such meeting and shall be delivered by the Secretary or by the person calling the meeting to order, to the address which appears for each member in the listing attached to these by-laws (as may be amended from time to time), and delivered at least thirty (30) days prior to the meeting date. Notice of any regular meeting shall be delivered by regular mail or personal delivery. Notice of any special meeting shall be delivered by certified mail or by certified personal delivery. Notice of any meeting which contemplates changes and/or amendments to these by-laws and/or the Restrictive Covenants shall be sent by certified

Adopted 2/7/92

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mail or by certified personal delivery. A change in these by-laws and/or the Restrictive Covenants shall be voted on only after said change(s) has been brought to the attention of the Association and discussed at two consecutive meetings.

Section 5: Quorum: Six (6) tracts entitled to vote shall constitute a quorum at any meeting.

Section 6: Proxies: Members entitled to vote may do so by proxy executed in writing or by mail. No proxy shall be valid after eleven (11) months from the date of its execution unless a longer time is expressly provided therein.

Section 7: Order of Business: The order of business at the annual meetings, as far as practicable, shall be as follows:

- a. Proof of notice of meeting;
- b. Call of roll;
- c. Reading of the minutes of the previous meeting;
- d. Reporters of officers and committees;
- e. Election of directors;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

The order of business may be altered or suspended at any meeting by a Seventy Percent (70%) vote of those members present and voting.

**ARTICLE IV**  
Board of Directors

Section 1: Number: The number of members of the Board of Directors of the Association shall be three (3), consisting of the President, Vice President and Secretary/Treasurer. The Board shall exercise all of the powers of the Association, subject to the restrictions imposed by law, the Restrictive Covenants, or these By-Laws.

Section 2: Election and Term: Each director shall be elected by a majority of votes and his/her term shall be for one (1) year. The term of the directors shall correspond to the fiscal year of the Association unless such term is altered by a vote of a majority of the members present and voting at a meeting of the Association.

Section 3: Vacancies: Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members at the next meeting of the Association.

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Section 4: Meetings: The Board shall hold its meeting immediately prior to the annual meeting of the Association. Special meetings may be called as deemed necessary by any member of the Board.

Section 5: Notice: Notice shall be given to all Board members at least forty-eight (48) hours prior to any special meeting, stating the time and place of the meeting. Notice shall be either written or oral.

Section 6: Quorum: A majority of the Board members shall be necessary to constitute a quorum for the transaction of any business.

Section 7: Power and Duties: The Board shall be the governing body of the Association and shall be in charge of and manage its business.

Section 8: Resignation and Removal: Any Board member may resign at any time by delivering written notice of his or her resignation to any member of the Board. Such resignation shall be effective within ten (10) days thereafter. If any member of the Board is found by a Seventy Per Cent (70%) vote of the Association to be in flagrant violation of these By-Laws or the Restrictive Covenants, such member can be removed from the Board of Directors. Such removal will take effect within five (5) days of such vote.

#### ARTICLE V Officers

Section 1: Election: The term of the election shall be for one (1) year. At the expiration of an officer's term of office, the same shall deliver to his or her successor all books, monies and any other property of the Association currently in his or her possession.

Section 2: President and Vice President: Subject to the general control of the Board, the President shall be the chief executive of the Association, shall preside at all meetings of the Association, and shall have general charge and management of the property and affairs of the Association. He or she may sign any instrument on behalf of the Association. The Vice President shall assist the President in the fulfillment of his or her duties, shall exercise and perform all powers of, and perform duties incumbent upon, the President during his absence or disability and shall exercise and perform such other powers and duties as these By-Laws, the Board or the Association may prescribe.

Section 3: Secretary/Treasurer: The Secretary/Treasurer shall maintain a record of all proceedings of all meetings of the members and shall maintain and update the official "Records of the Oak Creek Estates Association." Such records shall contain in addition to the minutes of the meetings of the Association a directory of landowners (including addresses and telephone numbers), a copy of all relevant covenants and by-

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laws, a copy of all receipts and bills for major expenditures of the Association, the financial statements of the Association, and any other documents relating to the business of the Association. He or she shall be the legal custodian of all monies and other valuables that may from time to time come into the possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board, and shall keep such bank account in the name of the Association. He or she shall furnish at meetings of the Association, or whenever requested thereby, a statement of the financial condition of the Association, and shall exercise and perform such other powers and duties as these By-Laws, the Board, or the Association may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board. The President may not serve as Secretary.

Section 4: Delegation of Authority: In case of the absence of any Director or for any other reason that the Board may deem suffice: t, the Board may delegate the powers or duties of such Officer to any other Director, for the time being.

Section 5: Other Officers and Committees: Other officers shall be appointed by the Board if it is deemed that special projects or duties require such an appointment. If any committees are created by the Board or the Association, the chairperson of any such committee shall report periodically to the Board on the activities of said committee.

- (a) Architectural Committee: An Architectural Committee consisting of one member of the Board of Directors and two other members of the Association shall have the responsibility for reviewing all building plans and designs to insure that they are in compliance with the Restrictive Covenants and the By-Law of the Association. Two members of the Architectural Committee must review and approve all building plans and designs. The Architectural Committee is not empowered to amend or alter any of the restrictions or requirements stated in the Restrictive Covenants or the By-Laws of the Association.

ARTICLE VI  
Fiscal Year

The fiscal year of the Association shall be on a calendar basis from January 1 to December 31.

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ARTICLE VII  
Books and Records

The "Records of the Oak Creek Association" shall be open for inspection by any member for proper purposes with reasonable notice to the Secretary/Treasurer.

ARTICLE VIII  
Indemnification of Board of Directors

No member of the Board of Directors shall be liable for any loss or damage to the Association or to any other member of the Association if, in taking or omitting to take any action causing such loss or damage, such member of the Board acted in good faith, with the care an ordinarily prudent person in a like position would have exercised under similar circumstances, and reasonably believed he or she was authorized to so act by these By-Laws. Each member of the Board shall be indemnified by the Association against expenses actually incurred for the defense of any action, suit or proceeding in which he or she is a party, except where he or she is adjudged liable for gross negligence, recklessness or willful and wanton misconduct.

ARTICLE IX  
Power to Amend

The Association shall have the power to make, amend, alter or repeal these By-Laws. Such changes shall be made only by a vote of Seventy Per Cent (70%) of the members of the Association. This article shall not apply to changes, amendments or alterations in the Restrictive Covenants referred to above in Article II, Section 1, of these By-Laws. Any such proposed changes, amendments or alterations to the Restrictive Covenants must be made in accordance with the stipulations and rules contained in the Restrictive Covenants themselves.

ARTICLE X  
Violations

The enforcement of these By-Laws and the underlying Restrictive Covenant shall be by proceedings by law instituted by the developer, the land owners or by the Association against any person(s), partnership(s) or corporation(s) violating or attempting to violate any By-Law or Restrictive Covenant. Such proceeding shall be to restrain the violation and/or to recover damages. Any judgment on account of any legal action brought to enforce these By-Laws and the underlying Restrictive Covenant shall carry with it attorney's fees for plaintiff(s)' attorney, including, but not limited to, all pretrial, trial and

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appeal fees, which, if not paid within ninety (90) days shall attach to and be a lien upon any real estate owned by the defendant(s) in Oak Creek Estates.

ARTICLE XI  
Resolutions, Amendments and Changes

This article shall contain all resolutions, arrendments and motions for changes proposed and passed by the Association according to these By-Laws and such resolutions are incorporated into the By-Laws and made a part hereof:

1. In addition to the structural and physical requirements contained in the Restrictive Covenants, these By-Laws require that any building constructed subsequent to August 1990 on a tract in Oak Creek Estates contain at least thirty per cent (30%) brick, stone and/or approved masonry in its outer facade, foundation and/or chimney.
2. In addition to the structural and physical requirements contained in the Restrictive Covenants, these By-Laws further stipulate there shall be no prefabricated or modular homes.
3. Any expenditure of Association funds except for the usual and customary expenses of the Association must be approved by a vote of Seventy Per Cent (70%) of the members present and voting at the meeting at which the issue is discussed. The Board of Directors, however, shall have the power to authorize required and/or emergency expenditures relating to the care and maintenance of the bridge in Oak Creek Estates and/or repairs necessary to allow vehicular access into Oak Creek Estates. The Board of Directors shall NOT have the power to authorize normal or usual upkeep, maintenance or beautification without the approval of the Association. The Board of Directors is, according to these terms, authorized to approve the expenditure of up to One Thousand Dollars (\$1,000.00) for such emergency care of the bridge without the prior approval of the Association.
4. Before construction of any building on a tract in Oak Creek Estates, the tract owner shall be responsible to insure that a driveway is created leading from the common roadway onto the tract so that trucks and other building equipment will not break the edge or otherwise harm the common road. The first nine (9) lineal feet of the drive shall have a minimum base 4" thick of #2 crushed stone, and a 3" minimum thickness of #53 crushed stone. The tract owner will also be responsible for insuring that the construction workers keep the common road free of excessive amounts of mud and/or debris. If, during construction, the common road is damaged by the construction workers, it shall be the responsibility of the tract owner to repair or cause the construction workers responsible for the damage to repair the road. A 12" diameter and 20' long culvert pipe shall be installed if deemed necessary by the Architectural Committee.

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5. Upon the sale or transfer of ownership of any tract located within Oak Creek Estates, it shall be the responsibility of the tract owner to inform the new owner of the tract of the existence and content of the Restrictive Covenant and of these By-Laws.

6. Pursuant to Section V, Paragraph 1 of the Restrictive Covenant, a Road Director is to be elected in October of each year. That office is hereby subsumed under the office of the President as described in these By-Laws and the term of that office shall be, pursuant to Article IV, Section 2, of the By-Laws, on the calendar year.

ARTICLE XII  
Duration of By-Laws

The restrictions and provisions contained in these By-Laws shall run with the land and shall remain in full force and effect until December 31, 1995 (subject to amendments by the membership as described in these By-Laws), at which time such By-Laws shall automatically be extended for successive periods of ten (10) years each.

\* \* \* \* \*

The undersigned hereby state that they are the duly elected and acting members of the Board of Directors of The Oak Creek Estates Association and that these By-Laws are adopted by The Oak Creek Estates Association on February 7, 1992, at Oak Creek Estates, Morgan County, Indiana.



*Nancy J. Lampert*  
\_\_\_\_\_  
President  
LARRY J. SHIPLEY

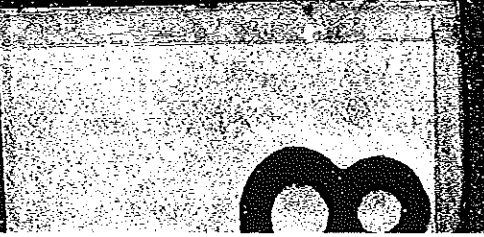
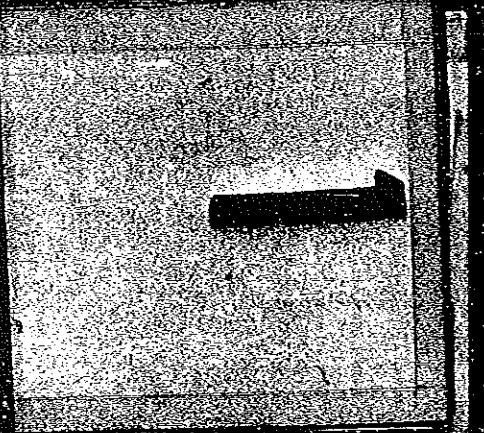
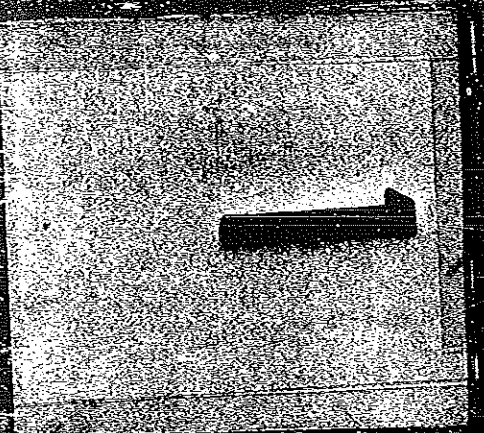
*Jeff R. Buckner*  
\_\_\_\_\_  
Vice President  
JEFF R. BUCKNER

CHICAGO  
*Nancy J. Lampert*  
\_\_\_\_\_  
Secretary Treasurer  
NANCY LAMPERT

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This instrument was prepared  
By NANCY LAMPERT





STATE OF INDIANA )  
 )SS:  
COUNTY OF MORGAN )

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said county and state, this 1<sup>st</sup> day of February, 1992.

MORGAN  
County of residence

Ronald J. Murphy  
Signature

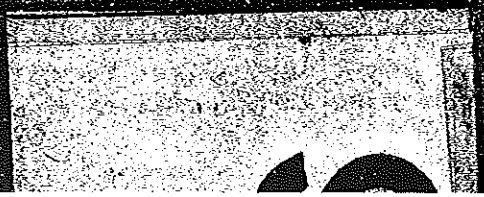
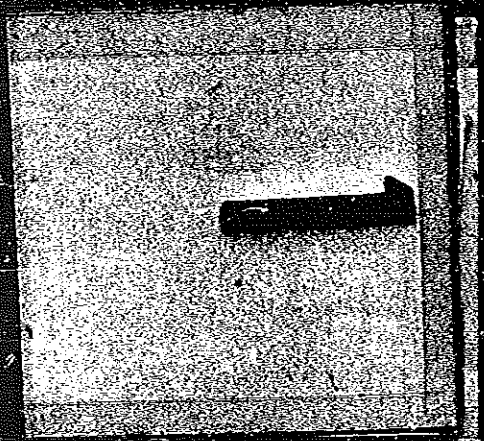
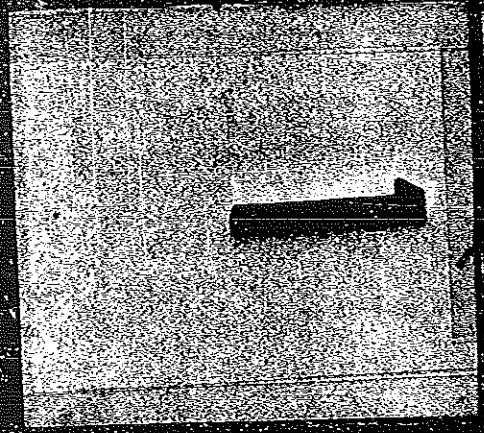
4-13-92  
Commission expiration

RONALD J. MURPHY  
Printed name

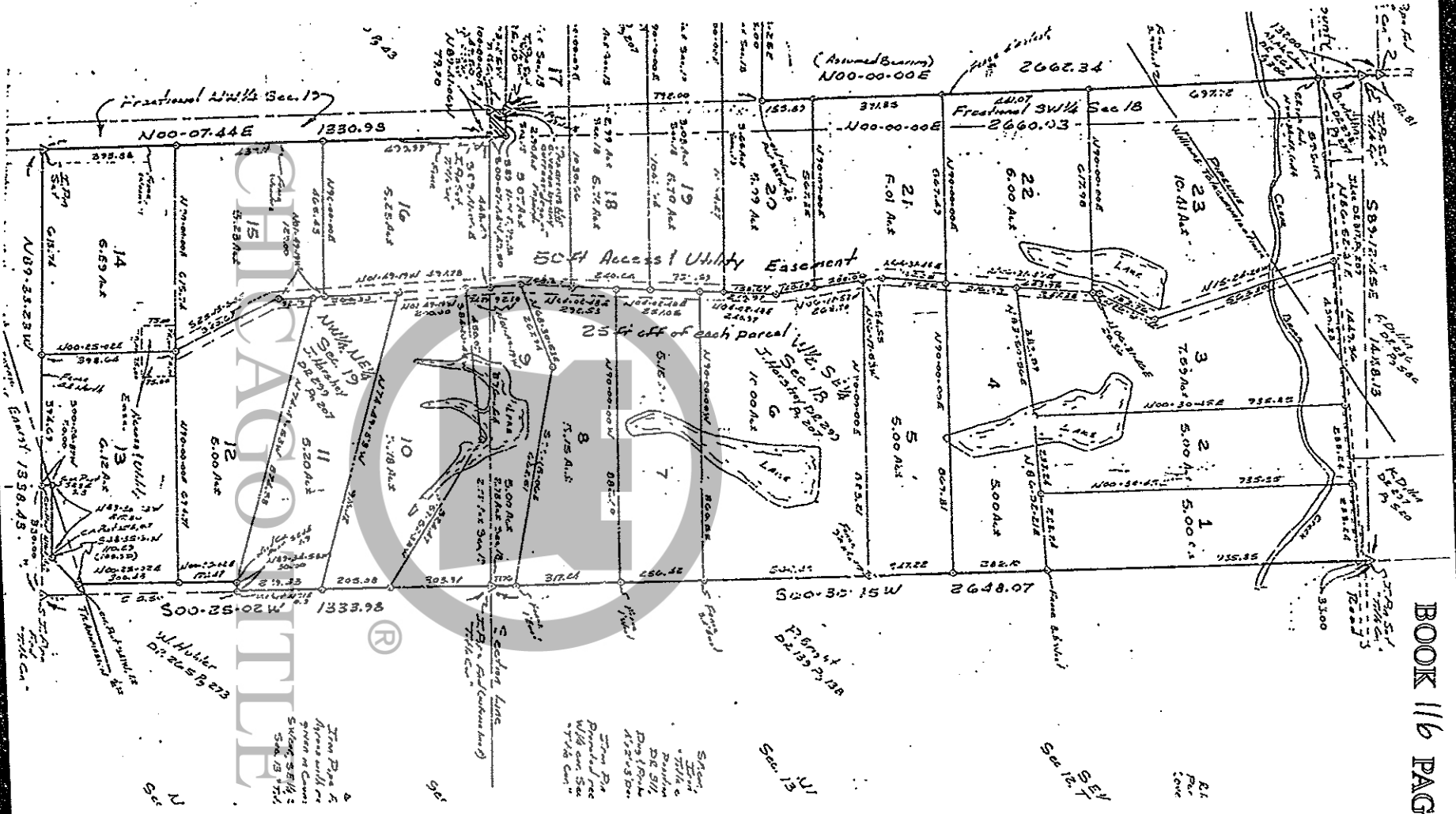


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