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MARTHA A. WOMACKS
REGISTERED RECORDER

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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Declaration of Covenants and Restrictions of
Shawnee Property Ownership

PLAT INST. NO. 1999-0165386



CHICAGO TITLE

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
SHAWNEE PROPERTY OWNERSHIP**

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CHICAGO TITLE

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
SHAWNEE PROPERTY OWNERSHIP**

THIS DECLARATION (hereinafter sometimes referred to as the Shawnee Declaration, Shawnee Subdivision Declaration or Subdivision Declaration) made this 13TH day of August, 1999, by Wellingshire Joint Venture consisting of Waterway Holdings, Inc. and R. N. Thompson Development Corporation having its principal place of business at 234 S. Franklin Road, Indianapolis, IN 46219; said joint venture hereinafter referred to as "DECLARANT OWNER" and BRUCE GUNSTRA BUILDERS, INC., an Indiana Corporation having its principal place of business at 8383 Craig Street, Suite #100, Indianapolis, IN 46250 (hereinafter referred to as "Declarant Builder"); Declarant Owner and Declarant Builder shall in the aggregate be referred to as Declarant unless otherwise noted.

THIS SUBDIVISION DECLARATION AND THE REAL ESTATE TO WHICH IT APPLIES IS ALSO SUBJECT TO MASTER DECLARATION FOR ALL OF THE SOUTHERN DUNES COMPLEX, DETAILED IN RECITAL C, WITH THE SUBDIVISION DECLARATION BEING SUBROGATED THE TERMS AND CONDITIONS OF THE MASTER DECLARATION.

WITNESSETH:

WHEREAS, the following facts are true: ®

A. Declarant Wellingshire Joint Venture is the sole owner in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit "A", which is incorporated herein by reference (hereinafter referred to as "Tract" or "Shawnee Section 1 and Section 2").

Declarant Builder as hereinafter defined shall cease being the Declarant hereunder when the Declarant Builder is no longer the exclusive Builder of new Dwelling Units hereunder.

B. Declarant by execution of this Declaration assures that all properties which are conveyed by Declarant and which are a part of the Tract (as hereinafter defined in paragraph 1(s)) shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

C. Declarant Wellingshire Joint Venture has created and recorded in the Marion county Recorder's Office a Southern Dunes Master Declaration as Instrument No. 98-0228187 on December 23, 1998 making all of the real estate in the Southern Dunes Planned Community, which includes this Exhibit "A" real estate subject to all of the covenants, conditions and restrictions detailed in this Master Declaration. The Master Declaration specifically permits the formation of a Declaration for each Subdivision and further permits the delegation of maintenance and use of common areas to such subdivisions as prescribed thereunder or by the acts of the governing body under the Master Declaration.

IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER DECLARATION WHICH IS INCORPORATED HEREIN BY REFERENCE, AND THIS DECLARATION OF THE SHAWNEE SUBDIVISION (EXHIBIT "A" REAL ESTATE) THE TERMS OF THE MASTER DECLARATION SHALL BE CONTROLLING).

NOW, THEREFORE, Declarant hereby makes this Declaration and incorporates all of the Recitals as if set out in full herein.

1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- (a) "Applicable Date" means the date determined pursuant to Paragraph 11 of this Declaration.
- (b) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.
- (c) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation.
- (d) "Building" means any one of the potential twenty-four (24) separated structures depicted on the plat of Shawnee, each of which has five (5) or six (6) Dwelling Units.
- (e) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election

of Directors and Officers and other governing officials of the Corporation. A copy of the By-Laws is incorporated herein by reference.

- (f) Common Area. The Common Area shall be determined by an examination of the Plat(s) of Shawnee (attached as Exhibit "B") with reference to Exhibit "A". The common area shall be all of Exhibit "A" less any dedicated right-of-way in the Exhibit "A" and shall also exclude each of the Lots within each Building as actually depicted in the Plat of recorded Section 1 and Section 2 of Shawnee Development.

The Common Areas made subject to this Declaration shall be all of the labeled Limited Common Areas as shown on the recorded plats for the Exhibit "A" real estate for the use of residents and their guests in the Shawnee development except for any patios and/or decks (if any), driveways to residences, and common areas between driveways which will be limited to the residents and their guests of the Dwelling Unit, served by such an amenities.

The Master Declaration either by labeling realty within Shawnee as Limited Common Area, or by delegation in writing otherwise, may delegate the right and obligation to maintain said Limited Common Areas, subject to the revocation of such delegation "for cause" as herein detailed. Such revocation is viable notwithstanding the labeling of Limited Common Areas on recorded plats for the Exhibit "A" real estate and shall be at the option of the Master Declaration governing body.

The governing body of the Master Declaration shall establish performance standards for the care and maintenance of the Limited Common Areas and/or areas delegated to Corporation for such care and maintenance. "For cause" shall be failure to comply with such standards after written notice of 30 days detailing the nature of non-compliance thus affording the corporation the opportunity to cure within such time interval.

In the event of failure to cure the governing authority under the Master Declaration at its sole option, as evidenced in writing to the Corporation, may takeover all or part of the care and maintenance obligations herein of the Corporation and charge the Corporation for the cost thereof plus interest at the then prevailing print rate of interest of Bank One, or its successor plus 2% plus reasonable attorney fees in the event such services are needed for collection. This remedy is cumulative for any other remedies the Master Declaration recites and details as to the owners within the Shawnee Subdivision.

The following details the Common Areas that MAY trigger care and maintenance rights and obligations and therefore become common expense items either by being labeled Limited Common Areas on recorded plats or by other means of delegation permitted under the Master Declaration.

Private Streets (labeled Ingress and Egress Easements on Exhibit "B" and recorded Plats of Section 1 and Section 2)

All streets in the Shawnee development shall be private streets.

Pond

The retention pond depicted on Exhibit "B" is one of the ponds that may be necessary to address surface water concerns of the Southern Dunes Planned Community that is located within the Exhibit "A" realty with the size and location and time of construction and completion thereof to be determined by Declaration during the course of development of Shawnee. No set level of water is assured as to this pond.

Entrance Identification Sign

Declarant will construct an entrance identification wall sign plus accompanying landscaping with the possibility of lighting and irrigation therein and thereon on one or both sides of Portrait Drive entrance to the Shawnee development with the number of signs and location to be at the Declarant's sole discretion. Declarant shall commence this construction while the first Building of the development to be constructed and complete same as soon as practical thereafter.

(g) "Common Expenses" includes the following:

- Expenses for the administration of the Corporation that are directly or indirectly related thereto.

- The maintenance/repair obligations of this Corporation as hereafter detailed for the exterior of buildings.
 - The maintenance obligation of such of the above Common Areas within the Shawnee development specifically delegated to this Corporation by the governing body under the Master Declaration plus the maintenance and replacement of landscaping of the perimeter landscaping in Shawnee.
 - The cost of security services specifically for Shawnee if permitted under the Master Declaration and is adopted under the Shawnee Declaration.
 - The cost of street lights if permitted under the Master Declaration and adopted under the Shawnee Declaration.
 - Since there is only one meter for the entire Shawnee development this utility charge plus any repair and maintenance thereof shall be a common expense.
- (h) "Declarant Builder" or "Builder" is the party to whom Declarant owner has contractually obligated itself to exclusively convey Building(s) for the purpose of construction of a Building(s), exclusive of any other such Builder so long as the contract is viable, otherwise any successor Builder and shall retain the rights and obligations under the title Declarant Builder or Builder so long as such party maintains such exclusivity.
- (i) "Corporation" means Shawnee Homeowners Associations, Inc., its successors and assigns, a not-for-profit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 11 of this Declaration; such Corporation being more particularly described in Paragraph 11 of this Declaration.
- (j) "Declarant Owner" shall mean and refer to Wellingshire Joint Venture, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant Owner hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant Owner.
- (k) "Dwelling Unit" or "Unit" means one of the living units located upon a Lot within a given Building.

- (l) "Lot," means any plot of ground designated as such within a Building constructed or to be constructed, as Buildings are depicted on the recorded Final Plat of a Section 1 and/or Section 2 of Shawnee. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon, unless the context requires otherwise.
- (m) "Member" means a member of the Corporation.
- (n) "Mortgagee" means the holder of a first mortgage lien on a Lot.
- (o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.
- (p) "Conditional Plat" is one and the same as Exhibit "B" and consequently depicts a maximum of 24 Buildings of 4 to 6 Dwelling Units per Building and a maximum of 137 Dwelling Units. Notwithstanding any representation on Exhibit "B" Declarant reserves the right to place 4, 5 or 6 Units within any Building depicted so long as the aforesaid maximum for number of Buildings and Dwelling Units is not exceeded.
- (q) "Tract" means the real estate described in Paragraph A above as Section 1 and Section 2 of the Shawnee development and recorded in the office of the Recorder of Marion County, Indiana, all being subject to this Declaration as provided herein. In the aggregate the "Tract" may be labeled Shawnee or Shawnee development.
- (r) MASTER DECLARATION REFERS TO THE DECLARATION OF THE SOUTHERN DUNES PLANNED COMMUNITY RECORDED IN THE MARION COUNTY RECORDERS OFFICE, ALONG WITH ITS BY-LAWS ON DECEMBER 23, 1998 AS INSTRUMENT #98-228187.
- (s) SHAWNEE DECLARATION, SHAWNEE SUBDIVISION DECLARATION OR SUBDIVISION DECLARATION. IN ALL INSTANCES INCLUDING THE WORDS "SUBDIVISION DECLARATION" IN THE MASTER DECLARATION SHALL REFER TO THIS PARTICULAR "SHAWNEE" SUBDIVISION AS THIS

SUBDIVISION IS NAMED ON THE RECORDED PLAT(S) OF THE EXHIBIT "A" REALTY.

2. **Declaration.** Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Shawnee Declaration and the Master Declaration.

3. **Description of the Tract.** The Tract shall consist of Section 1 and Section 2 of Shawnee, which comprised of 137 Lots, together with the Common Area as illustrated in Exhibit "B" but as ultimately shown on the Final Plats thereof. The Common Area and the size of the Lots will be designated on said Final Plats. The legal description for each Lot in Shawnee shall be as follows:

Lot _____ in Section _____ located in Building No. _____ of Shawnee, a subdivision in Marion County, Indiana, as per plat thereof recorded _____, 19____, as Instrument No. _____, in the office of the Recorder of Marion County, Indiana.

4. **Lots and Easements.** The boundaries of each Lot in Shawnee shall be as shown on the Final Plat of each Section; provided, however, in the event any vertical boundary line of any Dwelling Unit does not coincide with the actual Lot line because of inexactness of construction, settling after construction or for any other reasons, whether from the initial construction, subsequent reconstruction or otherwise, the boundary lines shall be deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Lot in and to such base line outside the actual boundary line of the Lot.

5. **Limited Common Area.** Limited Common Area includes all the area designated as such on the recorded plats of the Tract (Exhibit "A" realty). WITHIN THE COMMON AREA DECLARANT RESERVES THE RIGHT, WITHOUT THE OBLIGATION, TO BUILD OR CAUSE TO BE BUILT RECREATIONAL FACILITIES OR TO APPROVE SAME IF THE CORPORATION ELECTS TO DO SO WITH THE PROVEN ABILITY TO SECURE FINANCING TO ACCOMPLISH SAME.

6. **Ownership of Limited Common Area.** The Declarant Owner on or before the applicable date shall convey title of the Limited Common Areas to the Corporation irrespective of when the

Corporation secures such ownership. The Corporation shall be responsible for the care and maintenance of the Limited Common Areas, with such Limited Common Areas to be held for the use and enjoyment of the Members of this Shawnee Corporation, all of whom shall have the right and easement of enjoyment in and to the Limited Common Area which right shall pass with title to each Lot, subject to the provisions of this Declaration and the Master Declaration, including but not limited to, the following:

- (a) The right of the Corporation to suspend any Member from the right to the use of recreational facility(s), if any, for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Shawnee's Board's published rules and regulations.
- (b) The right of this Corporation or its Board of Directors to determine the time and manner of use of the Limited Common Areas and any facilities therein by the Members.
- (c) The right of the Corporation to adopt such rules and regulations regarding the Limited Common Area as it deems appropriate as provided in Paragraph 12, but subject to such rules and regulations and any amendments thereto being approved by the Southern Dunes HOA, Inc. (Southern Dunes Homeowners Association, Inc.).

7. Delegation of Use of the Limited Common Area. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment, and use of the Limited Common Area and facilities therein to members of his family, his tenants or contract purchasers who reside on any Lot.

8. Encroachments and Easements in the Limited Common Area. If by reason of inexactness of construction, settling after construction or for any other reasons, any Limited Common Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Limited Common Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in any other Dwelling Units

or in the Limited Common Area and serving his Dwelling Unit.

9. Patios (if any) and Parking Space. The Owner of a Lot shall have an easement to and an exclusive right to use the driveways and sidewalks exclusively serving such Owner's Lot and non-exclusive right to use the sidewalks and driveways serving more than one Lot, whether or not such sidewalks or driveways are part of the Lot or located in the Limited Common Area. The Owner of a Lot shall have an easement to and the exclusive right to use the patios exclusively serving such Owner's Lot and located adjacent thereto whether or not such patio is part of the Lot or located in the Limited Common Area. Such right to use shall pass with title to the Lot even though not expressly mentioned in the document passing title.

In the event that this Corporation, subject to the limitations of the Master Declaration in regard thereto, decides to liquidate, dissolve or transfer all or any part of the Limited Common Area to any public agency, the Corporation shall, prior to such action, convey to the Owner of each Lot the driveways and sidewalks which are designated for such Lot and the patios which are designated for such Lot under the terms of this Paragraph.

10. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles including, but not limited to, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the private streets and other Limited Common Areas in the Tract in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephone and electricity on the Tract; provided, however, nothing herein shall permit the installation of sewers, electric lines, water line or other utilities, except as initially designed and approved by Declarant Owner. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Tract and to affix and maintain electrical and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Dwelling Units. In the event any

utility furnishing service should request a specific easement by a separate recordable document, the title owner of the Limited Common Area involved shall have the right to grant such easement on such Tract, without conflicting with the terms of this Paragraph. The easements granted herein shall in no way affect any other recorded easement on the Tract.

An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Limited Common Area to perform its duties.

11. **Corporation; Membership; Voting; Functions.**

(a) **Membership in Corporation.** Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of this Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation.

(b) **Voting Rights.** The Corporation shall have two (2) classes of membership, with the following voting rights:

(i) **Class A.** Class A Members shall be all Owners except Class B Members. Each Class A member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such person shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) **Class B.** Class B Members shall be Declarant Owner and Declarant Builder as Lot owners and all successors and assigns of the given Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to FIVE (5) VOTES FOR EACH LOT SHOWN ON (Exhibit "B") WHETHER OR NOT

A FINAL PLAT HAS BEEN FILED FOR SUCH LOT of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of:

- (i) THE DATE UPON WHICH THE WRITTEN RESIGNATION OF ALL OF THE CLASS B MEMBERS AS SUCH IS DELIVERED TO THE RESIDENT AGENT THIS CORPORATION;
 - (ii) THIRTY (30) DAYS AFTER THE DATE WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL OR EXCEED THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP; OR
 - (iii) December 31, 2015.
- (c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Limited Common Areas and for the maintenance, repair and replacement of such exterior portions of the Dwelling Units as designated in this Declaration, to pay taxes assessed against and payable with respect to the Limited Common Area and to pay any other necessary expenses and costs in connection with the Limited Common Area, and to perform such other functions as may be designated for it to perform under this Declaration. ®
12. Board of Directors.
- (a) Management. The business and affairs of this Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 12.
- (b) Initial Board of Directors. The Initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: R. N. Thompson, Bruce Gunstra and David Compton (hereinafter referred to as the "Initial Board"), all of whom have been or shall be appointed

by Declarant Owner. Notwithstanding anything to the contrary contained in, or any other provisions of this Declaration, the Articles or the By-Laws (a) the Initial Board shall hold office until the Applicable Date or until removed by Declarant Owner who may remove said Board Member without cause, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant Owner, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type or juridical acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant Owner as such Owner's agent, attorney-in-fact and proxy, which shall be deemed an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant Owner determines, on all matters as to which members of the Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to Declarant Owner shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging Common Area or merger/consolidation of the Corporation with another corporation. This appointment of Declarant Owner as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant Owner to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a

Member of the Corporation).

- (c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.
- (d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph 12, one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one member of the Board of Directors shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph 12 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (c) of this Paragraph 12. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

- (e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.
- (f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Tract, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the maintenance, repair, upkeep and replacement of such exterior portions of the Dwelling Units as designated in this Declaration, and the collection and disbursement of regular and special assessments collected by the Corporation. The Board shall, on behalf of the Corporation, shall employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. Any decision not to continue to employ a professional property management agent after such an agent has once been employed shall require the prior consenting vote of the Owners of at least sixty percent (60%) of the Members' vote. The Managing Agent shall assist the Board in carrying out its duties. The duties of the Board include, but are not limited to:
- (i) protection and surveillance, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or

security system for protection or surveillance, and the same need not be furnished;

- (ii) procuring of utilities in connection with the Limited Common Areas and for the Lots and Dwelling Units, including the single meter for the entire development, removal of garbage and waste, and snow removal from the Limited Common Area;
- (iii) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Limited Common Area, AND SUCH EXTERIOR PORTIONS OF THE DWELLING UNITS AS HEREINAFTER DESIGNATED IN THIS DECLARATION. Maintenance of lawns shall include but shall not be limited to the watering, fertilizing, mowing and replanting when necessary of the grass; and the care, fertilizing, trimming, removal and replacement of trees and shrubs planted by the Declarant Owner. It shall not include the care and maintenance of shrubs and trees which were not planted by Declarant Owner or Declarant Builder, flowers or other plants on any Lot;
- (iv) surfacing, paving and maintaining of the private street and any off-street parking spaces constituting a part of the Limited Common Area;
- (v) removal of trash and waste from the Real Estate on a basis of not less than weekly, provided further that only the Board or Managing Agent shall contract for such service and no Owner shall contract for such service;
- (vi) snow removal from the private street as shown on the recorded plats and if funding exists, for the removal of snow from driveways to the Dwelling Units if in the Board's sole determination the accumulation of snow justifies such removal;
- (vii) assessment and collection from the Owners of each Owner's respective share of the Common Expenses assessed by the Shawnee Corporation;
- (viii) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (ix) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each owner simultaneously with delivery of the proposed annual budget for the current year;
- (x) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Area and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagees of Owners, insurer or guarantor of a first mortgage at any time during normal business hours;
- (xi) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance

coverages as the Board, in its sole discretion, may deem necessary or advisable;

- (xii) paying taxes assessed against and payable with respect to the Limited Common Area and paying any other necessary expenses and costs in connection with the Common Area, including the utility water usage charge reflected on the single master meter for the Shawnee development; and
- (xiii) to furnish, upon request of any Mortgagee, insurer or guarantor of first mortgage, an audited or reviewed financial statement for the immediately preceding fiscal year.

(g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (i) to employ a Managing Agent to assist the Board in performing its duties;
- (ii) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (iii) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (iv) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;
- (v) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (vi) to open and maintain a bank account or accounts in the name of the Corporation;
- (vii) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Tract and the Limited Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners. Such rules and regulations and amendments thereto will not be effective until approved in writing by the Southern Dunes Homeowners Association, Inc.;
- (viii) to seek permission from the Southern Dunes Homeowners Association, Inc. for permits, licenses and easements over the Limited Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Shawnee; and
- (ix) to enter the Dwelling Unit of any Owner in case of any emergency whether the

Owner is present at the time or not and in the case of non-emergency repairs to enter the Dwelling Unit provided the request is made in advance and is at a time reasonably convenient to the Owner.

- (h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 adjusted annual based on the cost of living index or equivalent inflationary index without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary.
- (i) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (ii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.
- (i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.
- (j) Non-Liability of Corporation Directors, Officers or Committee Members. The Directors, Officers and Committee Members of this Corporation shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the named parties against any and all liability to any person, firm or corporation arising out of performing their assigned duties, unless any such performance shall have been made in bad faith. It is intended that the named parties shall have no personal liability with respect to any contract made by them on behalf of the Corporation.
- (k) Additional Indemnity of the Corporation's Directors, Officers and Members of the Architectural Review Board and other Committee Members. The Corporation shall

indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is one of the titled persons in this Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relating to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such person the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such person was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against such a person, no such person shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer[®] or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such person named in the title hereof had actual knowledge of the falsity or incorrectness thereof; nor shall any such person be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend scheduled meetings.

- (l) Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful

misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to three (3) months aggregate assessments on all Dwelling Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

13. **Real Estate Taxes.** Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Tract, then each Owner shall pay his proportionate share of the real estate taxes assessed for the land, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Tract assessed as a whole, and shall pay his proportionate share of the real estate taxes assessed on the improvements on the Tract assessed as a whole based upon the ratio that the square footage of the improvements on his Lot bears to the square footage of improvements of all improved Lots. Any real estate taxes or other assessments which are chargeable against the Limited Common Area shall be paid by the Corporation and treated as a Common Expense.

14. **Utilities.** Each Owner shall pay for his own utilities, which are separately metered. Utilities, such as water, which are not separately metered, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

15. **Maintenance, Repairs and Replacements.** Maintenance, repairs, replacements and upkeep of the Limited Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

In addition to maintenance in and upon the Limited Common Area, the Corporation shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces, screens and screen doors, door and window fixtures and other hardware, patios, and such other items as the Board of Directors may so designate (unless specifically designated in this Declaration as the Corporation's obligation) so long as such items of exception shall apply to all units equally. However, the Corporation shall be responsible for staining or painting of the outside surface of exterior doors and it shall also be responsible for painting or staining the outside or exterior surfaces of patio fences, if any. Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean and sanitary condition and shall do all work thereon which is not required hereunder to be performed by the Corporation, including the interiors of patio areas and patio fences (if any). The Corporation shall not be responsible for repairing and maintaining any patio fences other than painting or staining the exterior unless the Board of Directors shall otherwise provide.

Notwithstanding any obligation or duty of the corporation to repair or maintain any Lot or the Limited Common Area, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's lot is subject.

If any Owner shall fail so to maintain and keep his property or any part thereof in a good, clean and sanitary condition, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such

cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

So long as the Tract is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein.

Preface. The Architectural Review Board provided for herein shall be Step 1 in the approval process relative to the purposes (Subsection (b)) herein. This Board as part of Step 1 of this process shall make its recommendation to the Architectural Control body under the Master Declaration whose decision(s) according to the procedure outlined and to be followed under the Master Declaration shall be controlling (Step 2).

16. **Architectural Control.**

(a) **The Architectural Review Board.** As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. The Architectural Review Board shall be the Initial Board of Directors and whomever they appoint thereafter until the last Lot capable of being subjected to this Declaration is conveyed to a purchaser other than Builders purchasing to construct Dwelling Units on a Lot. The Architectural Review Board shall thereafter be appointed by the Board of Directors of the Corporation.

(b) **Purposes.** The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) **Conditions.** No improvements, alterations, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first

conveyed in fee by the Declarant Owner to Declarant Builder or by Declarant Builder to any Owner shall be made or done without the prior approval of the Architectural Review Board. Except as otherwise expressly provided in this Declaration, no building, fence, wall, Dwelling Unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

- (d) Procedures. In the event the Architectural Review board fails to approve, modify or disapprove in writing an application within fourteen (14) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, a favorable recommendation will be deemed granted by the Architectural Review Board to the Architectural Control Group under the Master Declaration. The recommendation of the Architectural Review Board is not binding the Architectural Control Group under the Master Declaration, which may reverse or modify such recommendation. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.
- (e) Maintenance of Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design or exterior appearance of the Dwelling Units nor for maintaining the exterior of the Dwelling Units or the Limited Common Area without the prior written approval of all Owners.
17. Party Walls.
- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Dwelling Unit upon the Tract and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this

Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportionately.
- (c) Destruction by Fire or other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such party wall, and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right of Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph 17, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor from another party the Board of Directors of the Corporation shall select an arbitrator for the refusing party.) The cost of the arbitrators shall be borne

equally by the parties.

SPECIAL NOTE. THE FOLLOWING ASSESSMENT PROCEDURE AND OBLIGATION ONLY CONCERNS THE SHAWNEE SUBDIVISION. **IN ADDITION THE MASTER DECLARATION ALSO PERMITS REGULAR AND SPECIAL ASSESSMENTS** THE DETAILS OF WHICH SHOULD BE CONSULTED.

18. **Assessments.**

(a) **Annual Accounting.** Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then servicing the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) **Proposed Annual Budget.** Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget in a manner that corresponds to the matters separately attributable to Regular Assessments for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessment for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by

using generally accepted accounting principles applied on a consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Limited Common Area and such exterior portion of the Dwelling Units as designated in this Declaration from the Regular Assessment, which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement and repair of the Limited Common Area and such exterior portion of the Dwelling Units as designated in this Declaration shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) Regular Assessment.

The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed Regular Assessment against each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such

assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessment shall be equal to the total amount of expenses attributable to Regular Assessment matters as provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessment shall be made to the board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments quarterly, semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget. ®

- (i) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (ii) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment either quarterly, semi-annually or annually in advance, then the adjustments set forth under (i) or (ii) above

shall be made by a cash payment by, or refund to, the Owner by first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the First day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner who has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 20 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

- (d) Special Assessments. From time to time Common Expenses of an unusual or

extraordinary nature or not otherwise anticipated may arise. At such time and provided that such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, and further provided that the Declarant shall not be any Owner's agent, attorney-in-fact or proxy in this vote pursuant to the third sentence of Paragraph 12(b) of this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

- (e) Regular Assessments Prior to the Applicable Date. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in the Declaration, the Articles or the By-Laws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Paragraph 18.

The Corporation will enter into a management agreement with Declarant (or a corporation or other entity designed by Declarant) (hereinafter referred to as "Management Agent" or Managing Agent") in accordance with the provisions of Paragraph 13 of this

Declaration. So long as such management agreement (or similar agreement) remains in effect, the Regular Assessments shall be paid by Owners to Management Agent. DECLARANT SHALL GUARANTEE THAT UNTIL THE EARLIER OF (1) THE TERMINATION OF SAID MANAGEMENT AGREEMENT OR (2) 1 YEAR AFTER THE DATE OF RECORDATION OF THE DECLARATION, THE MONTHLY REGULAR ASSESSMENT SHALL NOT EXCEED \$_____ (THE "GUARANTEED CHARGE"). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and management Agent continues to perform such functions, Declarant guarantees that the monthly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a twenty percent (20%) increase in the Guaranteed charge for each year. Such adjustments to the Guaranteed Charge (up to a twenty percent (20%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. This adjustment may be cumulative i.e. "if only a 10% adjustment is made in a given year and adjustment of 30% can be made the next year. Such monthly charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any operating deficit, in the Regular Assessment only, during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures shall be covered through Special Assessments, or, if sufficient, the replacement reserve fund, if any such fund exists.

That portion of the Regular Assessment collected by Declarant prior to the Applicable date applicable to any replacement reserve created shall be held by the Initial Board and if required, applied to the replacement of Limited Common Areas or those portions of Dwelling Units obligated to be repaired and replaced by the Corporation. To the extent that any such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of the Regular Assessment prior to the Applicable Date with respect to each Dwelling Unit (that is not owned by Declarant Owner or Declarant Builder) shall commence on the date of conveyance by Declarant Owner or Declarant Builder to an owner other than Declarant Builder. The first payment shall be payable on the date of conveyance prorated to the first day of the next calendar month next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each calendar month during the period prior to the Applicable Date. FOR EACH LOT DECLARANT OWNER/DECLARANT BUILDER OWNS AND WHICH HAS BEEN MADE SUBJECT TO THIS DECLARATION NEITHER SHALL BE LIABLE TO PAY THE REGULAR ASSESSMENT PRIOR TO THE APPLICABLE DATE (See Paragraph 11).

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 12 of this Declaration and to adhere to and abide by the same.

- (f) **Initial Start-up Fund.** Upon the closing of the initial conveyance of each Lot or Unit to an Owner other than a Builder, the purchaser of such Lot or Unit shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its start-up fund, an amount equal to one-sixth ($1/6^{\text{th}}$) of the then current annual Base Assessment against such Lot or Unit, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge

owed the Corporation with respect to such Lot or Unit. In the event that the Builder fails to collect the start-up funds from the purchaser, the Builder shall be liable for payment of such funds.

The start-up fund shall be used by the Corporation for payment of, or reimbursement to, Declarant for advances to the Association and initial and set-up expenses of the Association. The entire Initial Start-Up Fund will be paid to the Declarant and the Declarant shall not be required to account for its use thereof.

- (g) Failure of Owner to Pay Assessments. No Owner (including Builder) may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such person shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the owner to make timely payments of any Regular Assessment or Special Assessment when due the Board may in its discretion accelerate the entire balance of unpaid assessments in such event the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Corporation of customary late charges imposed by professional management companies for such Lot and Dwelling Unit and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be

applied to the unpaid Regular Assessments or Special Assessments. The Board may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In actions to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including, but not limited to, reasonable attorney's fees) and interest from the date such assessments were due until paid at the rate equal to the publicly announced prime interest rate then being charged by Bank One to its largest and best corporate customer (or if said bank is no longer in existence then such rate charged by another national bank in Marion County, Indiana selected by the Board of Directors). The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

- (h) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it

arose).

19. **Mortgages.**

- (a) **Notice to Corporation.** Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

- (b) **Notice of Unpaid Assessments.** The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for

any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 19 hereof.

- (c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Limited Common Area which are in default and (2) to pay any overdue premiums on hazard insurance for the Limited Common Area or to secure new hazard insurance for the Limited Common Area on the lapse of a policy. Any Mortgagee making such payment shall be owed immediately reimbursement by the Corporation.
- (d) Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of Shawnee or any Dwelling Unit. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.
- (e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees. ®

20. Insurance.

- (a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Dwelling Units and the Limited Common Area in an amount consonant with the full replacement value of the improvements which in whole or in part, comprise the Dwelling Units and Limited Common Area. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required

above. Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

The interest of each damaged Owner in the trust fund of insurance proceeds as to Regular Assessment shall be the ratio of the direct damage of such Owner's damaged Dwelling Unit to the damages of all Dwelling Units and Limited Common Area directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least ten (10) days prior written notice to the Corporation.

Each Owner shall be solely responsible for loss or damage to the contents of his Dwelling Unit however caused (including, but not limited to, all floor, ceiling and wall covers and fixtures, betterments and improvements installed by him) and his personal

property stored elsewhere on the Tract and the Corporation shall have no liability to the Owner for loss or damage to the contents of any Dwelling Unit or any personal property stored elsewhere on the Tract. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

- (b) Public Liability Insurance. The Corporation shall also purchase a comprehensive public liability insurance policies in such amount or amounts as the Board of Directors shall deem appropriate from time to time but not less than \$1,000,000 for each policy for bodily injury, including deaths of person and property damage arising out of a single occurrence covering its involvement relative to the Limited Common Areas. Such comprehensive public liability insurance policies shall cover the Corporation, the Board of Directors, any committee of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be cancelled or substantially modified without at least ten (10) days written notice to the Corporation.
- (c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to, workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors'

liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

- (d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses allocated and payable from the funds of the Regular Assessment. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notice of meeting of the Corporation.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgage endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Limited Common Area. In the event of condemnation of all or any part of the Limited Common Area the Corporation, as the regulator of the use of the Limited Common Area, shall represent the Owners in any negotiation or settlement regarding such condemnation and loss of use. No Owners or any other party shall have priority over any rights of a mortgagee pursuant to its mortgage in

the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of Limited Common Area. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Indiana Not-For-Profit Corporation Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

(e) Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

(f) Condemnation Awards. All proceeds payable as a result of condemnation for this Corporation and its Members right to use the Limited Common Areas shall be paid to the Corporation who shall act as trustee and hold such proceeds for the benefit of the individual Owners and Mortgagees. Such proceeds shall be distributed as provided above.

21. Casualty of Dwelling Units.

(a) Restoration of Dwelling Units.

(1) Damage to or destruction of any Dwelling Unit due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Corporation and the proceeds of insurance, if any, attributable to funds from Regular Assessment B shall be applied for that purpose.

(2) If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Dwelling Units so damaged or destroyed (or the costs thereof in excess of insurance proceeds

received, if any) shall be paid by the Owners of the Dwelling Units damaged in proportion to the ratio that damages to an Owner's Dwelling unit have to the total damage to all Dwelling Units that are damaged. Any such amounts payable by the Owners of damaged Dwelling Units shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

(3) For purposes of subparagraphs (1) and (2) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Dwelling Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(4) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires. ®

(5) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections of assessments against the Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Dwelling Units are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the estimated cost of reconstruction and repair of the Dwelling Units is more than Twenty Thousand Dollars (\$20,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, sub-contractors, materialmen, the

architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs, as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, do not exceed the amount of the construction fund remaining after payment of the sum so requested.

- (ii) Encroachments upon or in favor of Dwelling Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Dwelling Units were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Dwelling Units stand.
- (iii) In the event that there is any surplus of monies in the construction funds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums shall be distributed to the Owners of the Dwelling Units affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damaged Dwelling Units shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

- (b) Restoration of Limited Common Area. In the event of damage to or destruction of any of the Limited Common Area or improvements if any, thereon due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed from the funds of Regular Assessment. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Limited Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Limited Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the

owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Limited Common Area to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

22. **Covenants and Restrictions.** Reference is made to Article 17 of the Master Declaration entitled Covenants and Restrictions, which is set out in full for convenience but which may be amended as detailed in the Master Declaration. The Shawnee Corporation may also adopt additional rules and regulations or amend the following rules and regulations concerning the Shawnee Subdivision, its Lots, Dwelling Units and Limited Common Areas not in conflict with the Master Declarations, Covenants and Restrictions but only after such additional or amended covenants and restrictions have been submitted to and approved by the Southern Dunes Homeowners Association, Inc.

Section 17.1 The following covenants and restrictions on the use and enjoyment of the Lots, Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat Covenants, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future owners of the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall be entitled to damages and reasonable attorney fees resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation.

These covenants and restrictions are as follows:

A. All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

B. No Owner shall permit anything to be done or kept in his Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance or increase in insurance to the Association or to any other Owner, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

C. No nuisance shall be permitted on any Lot, in any Unit, or elsewhere in the Community. Without limiting the scope of the term "Nuisance", it shall include anything which endangers life or health, or obstructs the reasonable, comfortable and peaceful use of property, or its value, as well as that which gives offense to the senses or violates the laws of decency. The Board of Directors' determination as to what specific circumstances constitute a nuisance shall be conclusive.

D. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Unit or placed on the outside walls of any building, and no awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without prior consent of the Architectural Review Board.

E. No satellite receiving dish greater than one meter in diameter shall be erected or installed on any Lot or Unit, and satellite dishes of one meter in diameter or less require the prior approval of the Architectural Review Board and the Architectural Control Committee under the Master Declaration as to location and screening. Exposed antennae shall require these same approvals.

Height shall not exceed five (5) feet above roof peak.

F. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be limited in size to what is commonly used in the residential real estate community, as determined by rules

established by the Board. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

G. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and the Association shall not be liable for any injury or damage to persons or property, including the Common Area, cause by any pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time, including, without limitation, a restriction on the number of pets, the prohibition of particular species or breeds, and the prohibition of pets in particular areas of the Community. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Community within ten (10) days after written notice from the Board.

H. The Lots and Common Area shall be kept free and clear of rubbish, debris and other unsightly materials. No Owner or guest of an Owner, nor any builder, contractor or subcontractor shall litter or dispose of trash improperly anywhere within the Community.

I. No Dwelling Unit or Lot or any portion of the Common Area shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Community, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants. Without limiting the generality of the foregoing, this Covenant shall include excessive noise from the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment, machines or vehicles, loud noises, excessive amounts of light, vibration, or unpleasant odors.

J. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any street or any part of the Common Areas or from neighboring properties.

K. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except with the prior approval; of the Board. The Board may establish rules generally permitting such sales, or permitting such sales on a limited basis.

L. No water wells shall be drilled n any of the Lots, without prior approval of the Board, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots, without the approval of the Board and of the governing public health agency or other civil authority.

M. No person shall draw water or other materials from the lakes or other water retention ponds or add water, except for storm water drainage approved by the Declarant or by the Committee, or other materials, whether by dumping or otherwise, to the lakes and other water retention ponds without the prior approval of the Board as to quality and quantity of materials.

N. Except as may be specifically permitted by the Declarant in the Plat Covenants for one or more sections of the Southern Dunes Community, there shall be no docks on the lakes and no boating or swimming. Fishing may be permitted for owners of property adjoining a lake, however no owner or other person may trespass on the property of another or on the property of the golf course in order to fish and no person may fish from a public right of way, such as a street.

O. The Board may prohibit or limit parking on the streets of residential subdivisions within the Community.

P. No industry, trade, o other commercial or religious activity, educational or otherwise, whether designed for profit, altruism or otherwise, shall be conducted, practiced or permitted upon any Lot or elsewhere within the Community, except within such rules and regulations as are established by the Board, and except that an Owner or resident may conduct business activities within a Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside on the Real Estate or involve door-to-door solicitation of residents of the Real Estate; and (d) the

business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

Q. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area or the Limited Common Area.

R. No Lot may be used for growing crops, except within the size and location guidelines established by the Board. The Board shall have the right and authority to prohibit the growing of crops entirely.

S. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Corporation shall have a lien against the cleared Lot for the expense thereof. ®

T. The Common Areas shall be used and enjoyed only for the purposes of which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

U. No Owner may rent or lease his Dwelling Unit for transient or hotel purposes or for any purpose for a period of less than six months without the prior approval of the Board.

V. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease, for a period of at least six months, which shall provide that the lease is subject to the provisions of this Declaration and any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

W. No improvement which has partially or totally been destroyed by fire or otherwise shall be

allowed to remain in such state for more than three (3) months from the time of such destruction or damage, without approval from the Architectural Review Board and the Architectural Control Committee under the Master Declaration. Also, any improvement or addition to an existing structure shall be completed within three months from the time of commencement, except with the approval of the Committee.

SPECIAL NOTE: REFERENCE IS MADE TO THE MASTER DECLARATION RULES AND REGULATIONS AS AMENDED FOR ANY AMENDMENT TO THEIR RULES AND REGULATIONS SET OUT IN FULL ABOVE.

23. **Amendment of Declaration.**

(a) **Generally.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (i) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (ii) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (iii) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws. Any proxy votes may be hand delivered or mailed if received in time for the actual vote.
- (iv) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than fifty percent (50%) in the aggregate of all Owners; **provided,** that any such amendment shall require the prior written approval of the Declarant so long as the Declarant or any entity related to the Declarant owns any Lot or Dwelling Unit within and upon the Tract. In the event any Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of this Declaration.
- (v) **Mortgagees' Vote on Special Amendments.** No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the **Fannie Mae Selling Guide**, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the **Selling Guide**, or which would be deemed to require the first

mortgagee's consent under the Freddie Mac Sellers' and Servicers' Guide, Vol. 1, Section 2103(d) without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of this Declaration.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Corporation to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees, whose interests have been made known to the Board of Directors, of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

- (b) By Declarant Owner. Declarant Owner has reserved certain rights to make any amendments to the Master Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Declarant Owner which may impact upon the rights and obligation of Owners in the Shawnee Subdivision. It is incumbent on Owners to refer to the details in the Master Declaration concerning rights reserved and the possible consequences thereof ®
- (c) Recording. Each amendment to this Declaration shall be executed by Declarant Owner only in any case where Declarant Owner has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided that any amendment requiring the consent of Declarant Owner shall contain Declarant Owner's signed consent. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.
- (d) Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration

prior to the applicable Date without the consent and approval of Declarant Owner.

24. **Acceptance and Ratification.** All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time with a like requirement for the same documents concerning the Master Declaration and similar titled documents arising therefrom. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of both Declaration, both of the Articles of Incorporation, both of the By-Laws, and each entities rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnership, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to all of the named documents applicable thereto as each may be amended or supplemented from time to time. ®

25. **Negligence.** Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or its appurtenances or of the Common Area.

26. **Costs and Attorneys' Fees.** In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended

from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

27. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

28. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

29. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

30. Interpretation. The captions and titles of the various articles, section, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

WELLINGSHIRE JOINT VENTURE
CHICAGO TITLE

By: R. N. Thompson
R. N. Thompson, President
R. N. Thompson Development Corporation

By: Ken Giffin
Ken Giffin, President
Waterway Holdings, Inc.

"DECLARANT OWNER"

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared R. N. Thompson and Ken Giff in with the capacity of Partners in Wellingshire Joint Venture, who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of Shawnee Property Ownership" for and on behalf of said Joint Venture.

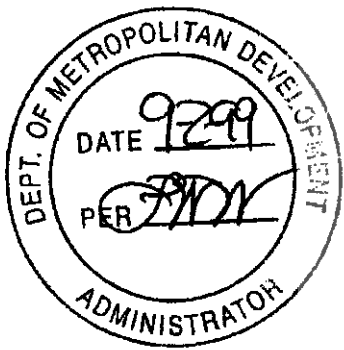
WITNESS my hand and Notarial Seal this 13th day of August, 1999.

[Signature]
Notary Public

My Commission Expires:
June 24, 2001

DAVID M. COMPTON
(Printed)

County of Residence: HAMILTON



BRUCE GUNSTRA BUILDERS, INC.

By: [Signature]
Bruce Gunstra, President
Bruce Gunstra Builders, Inc.

"DECLARANT BUILDER" ®

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Bruce Gunstra, President of Bruce Gunstra Builders, Inc., who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of Shawnee Property Ownership" for and on behalf of said Bruce Gunstra Builders, Inc.

WITNESS my hand and Notarial Seal this 13th day of August, 1999.

[Signature]
Notary Public

My Commission Expires:
June 24, 2001

DAVID M. COMPTON
(Printed)

County of Residence: HAMILTON



APPROVED THIS 1st
DAY OF September 1999
PERRY TOWNSHIP ASSESSOR
John R. Garcia DRAFTSMAN

LAND DESCRIPTION

The Townes at Wellingshire

(a.k.a. Shawnee at Southern Dunes)

Part of the Northeast Quarter of Section 16, Township 14 North, Range 3 East of the Second Principal Meridian, Perry Township, Marion County, Indiana and being described as follows:

Commencing at the Northwest corner of said Northeast Quarter;
thence South 89 degrees 53 minutes 42 seconds East (as assumed bearing) along the North line of said Northeast Quarter a distance of 820.39 feet to the POINT OF BEGINNING;
thence continue South 89 degrees 53 minutes 42 seconds East along said North line 588.60 feet to the Westerly Right of Way line for Wellingshire Blvd. as described in the right of way dedication recorded on October 14, 1988 as Inst. No. 1998-0174825 in the Office of the Marion County Recorder, the following three (3) calls being along said Westerly right of way;
thence South 00 degrees 06 minutes 18 seconds West 838.16 feet to a tangent curve to the left and from which the radius point bears South 89 degrees 53 minutes 42 seconds East;
thence Southerly along said curve an arc distance of 280.72 feet to a point from which the radius point bears North 70 degrees 00 minutes 00 seconds East, said curve having a radius of 800.00 feet and being subtended by a chord of South 09 degrees 56 minutes 51 seconds East 279.28 feet;
thence South 20 degrees 00 minutes 00 seconds East 211.85 feet;
thence South 70 degrees 00 minutes 00 seconds West 160.00 feet;
thence North 20 degrees 00 minutes 00 seconds West 31.65 feet;
thence North 90 degrees 00 minutes 00 seconds West 262.81 feet;
thence South 45 degrees 00 minutes 00 seconds West 86.08 feet;
thence North 90 degrees 00 minutes 00 seconds West 205.80 feet;
thence North 00 degrees 13 minutes 31 seconds East 767.32 feet;
thence North 26 degrees 57 minutes 41 seconds West 170.01 feet;
thence North 34 degrees 03 minutes 22 seconds East 98.90 feet;
thence North 00 degrees 13 minutes 31 seconds East 398.45 feet to the point of beginning and containing 18.764 acres more or less.

Subject to the right of way for Southport Road and to all other legal easements and rights of way of record.

Exhibit "A"

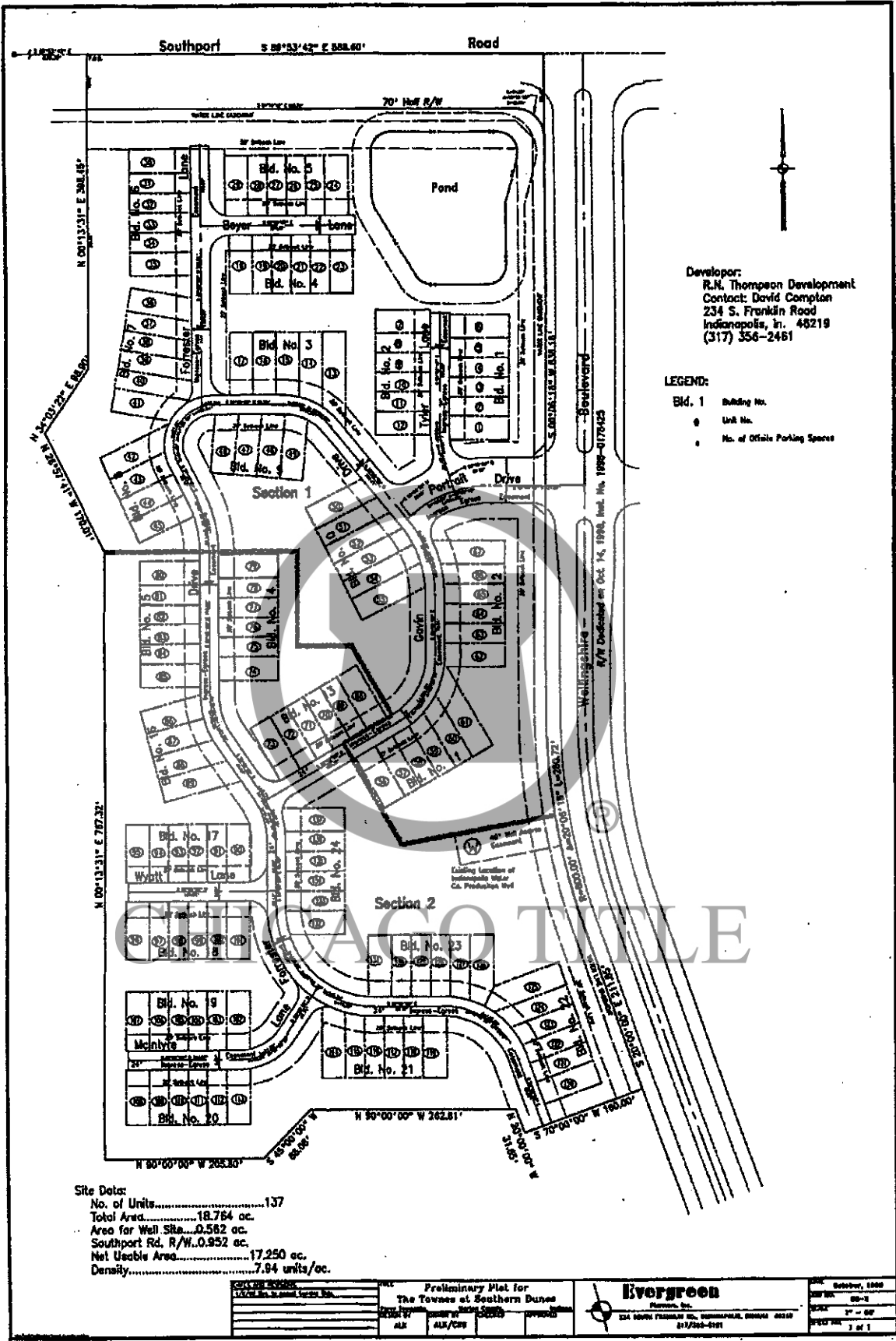


Exhibit "B"



CHICAGO TITLE

This Instrument Prepared by:
Raymond Good, Esq., #7201-49
SCHNORR, GOOD, SCAHILL & MAIER
144 N. Delaware Street
Indianapolis, IN 46204-2551
(317) 264-3636

#1-Declaration/Review Declaration 7-26-99



Handwritten initials 'JD' in a circle and 'MLW' below it.

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Cross-Reference:

Shawnee at Southern Dunes, Section 1 (Plat), Instrument # 1999-0165386
Shawnee at Southern Dunes, Section 2 (Plat), Instrument # 2004-0141702
Shawnee, Declaration of Covenants, Instrument # 1999-0165385

CODE OF BYLAWS

for

SHAWNEE HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Shawnee Homeowners Association, Inc., by its Board of Directors, on this
2 day of May, 20 11, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Marion County, Indiana commonly known as Shawnee at Southern Dunes was established upon the recording of certain Plats and other documents with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Shawnee at Southern Dunes, Section 1, was recorded with the Office of the Marion County Recorder on September 2, 1999, as Instrument # 1999-0165386; and

WHEREAS, the Plat for Shawnee at Southern Dunes, Section 2, and the Re-Plat of Buildings 9, 10, and 11 in Section 1, was recorded with the Office of the Marion County Recorder on July 16, 2004, as Instrument # 2004-0141702; and

WHEREAS, the Declaration of Covenants and Restrictions of Shawnee Property Ownership ("Declaration") was recorded with the Office of the Marion County Recorder on September 2, 1999, as Instrument # 1999-0165385; and

WHEREAS, said Declarations state that by taking a deed to any Lot as set forth on the above listed Plats for the Shawnee development, each owner becomes a mandatory member of the subdivision's homeowner's association known as Shawnee Homeowners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

47 **WHEREAS**, the Association was incorporated pursuant to the above listed Declarations
48 as a non-profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and
49 approved by, the Indiana Secretary of State on May 7, 2008; and

50
51 **WHEREAS**, the Association's Initial Board of Director(s) failed to properly adopt a
52 Code of Bylaws ("Bylaws") to provide for the administration of the Association; and

53
54 **WHEREAS**, the Indiana Nonprofit Corporations Act of 1991 ("Act") states in IC 23-17-
55 3-8(a) that the Board of Directors of the Corporation shall have the power to adopt Bylaws for
56 the Corporation; and

57
58 **WHEREFORE**, pursuant to the authority granted to the Board of Directors under
59 Indiana law, a majority of the Board of Directors have voted to adopt this Code of Bylaws. This
60 Code of Bylaws does not conflict in any manner with any provision contained in the Declaration
61 or the Articles of Incorporation, and it is the intention of the Association that this Code of
62 Bylaws shall replace all formerly adopted Bylaws and any amendments thereto that may exist.

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[End of Recitals]



CHICAGO TITLE

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CODE OF BY-LAWS

for

SHAWNEE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the corporation is "Shawnee Homeowners Association, Inc." (also referred to as "Corporation" or "Association").

Section 2. Principal Office and Resident Agent. The name and post office address of the registered office of the Association is: Shawnee Homeowners Association, Inc., c/o Sentry Management, Inc., 8425 Keystone Crossing #108, Indianapolis, IN 46240, or as updated from time to time with the Indiana Secretary of State's Office.

The registered agent of the corporation is currently: Sentry Management, Inc., 8425 Keystone Crossing #108, Indianapolis, IN 46240. However, it should be noted that the registered agent may be a member of the Board of Directors or a hired management agent and can potentially change from year to year. Therefore, the current registered agent of the Association may be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

Until the Board of Directors otherwise determines, the registered office of the Association shall be the registered place of business of the Association, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the registered place of business of the Association.

ARTICLE II

Definitions

Section 1. "Act" means the Indiana Nonprofit Corporation Act of 1991 and any subsequent amendments thereto.

Section 2. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Corporation filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 3. "Association" or "Corporation" shall mean and refer to Shawnee Homeowners Association, Inc.

Section 4. "Board of Directors" means the Board of Directors of the Corporation.

115 Section 5. "Bylaws" means the most current Code of Bylaws, including any amendments or
116 revisions, adopted by the Association.

117
118 Section 6. "Declarant" or "Developer" means Wellingshire Joint Venture consisting of
119 Waterway Holding, Inc. and R. N. Thompson Development Corporation; and Bruce Gunstra Builders,
120 Inc. an Indiana corporation, who shall in the aggregate be referred to as the Declarant; and any successors
121 and assigns of it whom it designates in one or more written recorded instruments to have the rights of
122 Developer under the Declaration.

123
124 Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions
125 of Shawnee Property Ownership that was recorded with the Office of the Marion County Recorder on
126 September 2, 1999, as Instrument # 1999-0165385, and all subsequent amendments thereto.

127
128 Section 8. "Director" means a member of the Board of Directors, elected or appointed in
129 accordance with these Bylaws.

130
131 Section 9. "Owner" also referred to as "Member" or "Lot Owner", means a person, firm,
132 corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns fee
133 simple title to a lot (i.e. name is on the deed).

134
135 Section 10. "Property", "Properties", "Real Estate" "Development" and "Tract" shall mean and
136 refer to the real estate described in the Declaration, identified in the exhibits attached to the Declaration,
137 and/or set forth on the various recorded Plats of the Development, and any property subsequently annexed
138 thereto pursuant to the Declaration.

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140 Section 11. All other terms used in these Bylaws not set forth herein are to be interpreted as
141 defined and used in the Declaration.

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144 **ARTICLE III**

145 **Membership, Meetings, and Voting Rights**

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147
148 Section 1. **Membership**: Reference is hereby made to the Declaration and the Articles which
149 sets forth terms, provisions, and conditions governing and relating to membership in the Association,
150 transfer of membership and voting rights of classes of members, all of which terms, provisions and
151 conditions are incorporated herein by reference.

152
153
154 Section 2. **Quorum and Adjournments**: At any meeting of the membership, unless otherwise
155 stated in these Bylaws or in the Declaration, the presence of members, in person or by proxy, entitled to
156 cast ten percent (10%) of the total number of valid and eligible owner votes shall constitute a quorum.
157 For purposes of this section, the term "eligible" means any owner whose privileges are not suspended for
158 any reason as set forth in the Declaration, Articles or these Bylaws. If a member has had his voting rights
159 suspended pursuant to the Declaration, Articles or these Bylaws, that vote is not considered a valid or
160 eligible vote toward calculating quorum requirements. After a member's vote is represented, either in
161 person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes
162 for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided
163 in the Declaration, Articles or these Bylaws, each question or action will be deemed passed if approved
164 by a simple majority of the eligible votes cast by the members present, in person or by proxy, at a meeting
165 at which a quorum is present.

166 In the event a quorum is not present at any meeting called under authority of these Bylaws, that
167 meeting may be adjourned to another date not more than sixty (60) days later. At this subsequent
168 meeting, or meetings, the quorum will drop to five percent (5%) of the total number of valid and eligible
169 owner votes.

170
171 **Section 3. Meetings:** Meetings of the members of the Association will follow these provisions:

172
173 A. **Place.** Meetings of the members are to be held in Marion County, Indiana, at a place
174 selected by the Board of Directors of the Association.

175
176 B. **Annual Meeting.** The Board of Directors of the Association will set a date for the
177 Association's Annual Meeting to be held each year. The only limitation to setting the
178 date for the Annual Meeting is that the Annual Meeting must be held no more than fifteen
179 (15) months after the previous Annual Meeting. However, the specific date, time and
180 place of the Annual Meeting are to be determined by the Board of Directors. At each
181 Annual Meeting, the members will conduct director elections and transact any other
182 Association business to be properly addressed at the meeting.

183
184 C. **Special Meetings.** A Special Meeting of the owners may be called by: a) the President;
185 b) resolution approved by a majority of the Board of Directors; or c) by written petition
186 signed by at least ten percent (10%) of the owners. The petition must be presented to the
187 President or Secretary of the Association and must state the purpose(s) for which the
188 Special Meeting is to be called.

189 The Board of Directors has thirty (30) days from the date the Secretary receives a
190 properly signed petition from the members to send a notice to the membership calling the
191 requested Special Meeting. The purpose(s) of the Special Meeting, along with the date,
192 time and location of the Special Meeting must be stated in the meeting notice sent to the
193 owners. No business shall be transacted at a Special Meeting except as stated in the
194 notice of the meeting, unless all the owners are present.

195 It should be noted that according to the Act the members may not call or hold a
196 Special Meeting of the members without first submitting a petition, signed by not less
197 than ten percent (10%) of the members, asking that the Board of Directors call a Special
198 Meeting as set forth above. If the Board refuses to call a Special Meeting of the members
199 after receiving a proper petition from the members, then the members may call a Special
200 Meeting of the membership on their own.

201
202 D. **Notice of Meetings.** Written or printed notices stating the place, day and hour of a
203 meeting and, in case of a special meeting, the purpose or purposes for which the meeting
204 is called shall be delivered or mailed by the Secretary of the Corporation to each member
205 of record of the Corporation entitled to vote at the meeting, at such address as appears
206 upon the records of the Corporation, at least ten (10) days before the date of the meeting,
207 but not more than sixty (60) days prior to the meeting.

208 Notices of any meeting may be mailed by first class U.S. Mail. Notices of
209 meetings may also be hand-delivered to an owner's residence. If the owner consents to
210 electronic service, then notice of meetings may be provided to owners by email or
211 postings on the Association's website, if one.

212 Notice of any meeting of the members may be waived in writing by any owner or
213 by the owner's attendance at the meeting in person, by proxy or by ballot.

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215 E. **Order of Business.** The order of business at meetings of the members shall, to the extent
216 applicable, be as follows:

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1. Call to Order.
2. Verify quorum is present.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Treasurer's Report and review of Annual Budget (if an annual meeting).
7. Election of director(s) (if an annual meeting).
8. Unfinished business.
9. New business.
10. Adjournment.

Section 4. Voting at Meetings.

- A. **Voting Rights.** Unless otherwise suspended, each lot is entitled to cast one (1) vote on each issue properly brought before the membership. In the event any lot is owned by more than one person, the owners must decide among themselves which owner is entitled to vote at a meeting of the members. In the event the lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the lot.
- B. **Proxies.** A member may vote either in person or by his duly appointed proxy. Where a member's vote is by proxy, the member must designate his proxy in writing and deliver it to the Secretary of the Corporation or any other officer or agent of the Association authorized to tabulate votes. The proxy is effective once it is received by the Association.
A proxy must contain the member's printed name, address or lot number, the member's signature, and the date the proxy is executed (signed). A proxy is only valid for eleven (11) months from the date of its execution unless a longer or shorter period of validity is expressly set forth in the proxy. A proxy may be revoked in writing by the member prior to being exercised or by the member's personal attendance at the meeting where the vote is to be taken.
If a member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. If a member signs more than one (1) proxy to be used at a particular meeting, and it cannot be determined which proxy is the latest in time, then none of the member's proxies shall be counted or voted.
- C. **Majority Required.** Except as otherwise provided in the Declaration, Articles, these Bylaws, or Indiana law, each question or action voted upon at any member meeting will be deemed passed if approved by a simple majority of the eligible votes cast by the members present, in person or by proxy, at the meeting at which a quorum is present.
- D. **Suspension of Voting Rights.** No member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy.
For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its authority as set forth in the Declaration, whichever is later in time. If the amount due to the Association is for an obligation other than assessments, such as reimbursement for a covenant violation or court judgment, then the thirty (30) day period shall start on the date the amount became due.

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The term "payment" means the payment of all amounts due to the Association, including any assessments, collection fees, interest, late fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within thirty (30) days of becoming due, then that owner's voting rights will stay suspended until the entire amount due to the Association is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not end any suspension under this provision until the funds from the payment are actually received by the Association. The Board of Directors is free to adopt additional rules regarding the suspension of voting rights as they deem necessary or appropriate for the failure of an owner to pay any sums owed to the Association.

Section 5. Action by Written Ballot, Etc. Any action required or permitted to be taken at any meeting of the members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every owner eligible to vote on the matter. To be valid, the ballot must contain:

- a) the printed name of the lot owner;
- b) the signature of the lot owner;
- c) the lot(s) owned or being purchased by the lot owner; and
- d) the date the ballot is being signed.

Approval by written ballot is only valid if:

- a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to be present at a meeting authoring such action; and
- b) the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting.

The written ballot must set forth each proposed action and provide an opportunity for the owner to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must indicate:

- a) the number of responses needed to meet the quorum requirements;
- b) the percentage of approvals necessary to approve each matter, other than the election of directors; and
- c) specify the time by which a ballot must be received by the Association to be counted.

If a meeting is to be held, then ballots may be mailed or personally delivered to the Association's registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast by owners NOT attending the meeting must be RECEIVED at the Association's registered office by the end of business at least three (3) business days prior to the date of the meeting in order to be counted. Unless otherwise stated on the ballot, any ballots received less than three (3) business days prior to the meeting date will not be counted.

If a meeting is NOT to be held, then owners must mail or personally deliver their ballot to the Association's registered office by the due date stated on the ballot. Any ballots RECEIVED after the due date will not be counted.

Only official ballots sent to the owners by the Association will be accepted. Unofficial ballots will not be counted. Each owner must fully fill out the ballot, print their name and address and sign the ballot. The Board of Directors may adopt additional voting procedures for submitting and processing ballots.

If an owner signs or submits more than one ballot, the latest in time, if possible to determine, is considered to be valid. However, if an owner signs or submits more than one ballot, and it is not possible to determine which ballot is to be used, the Board may reject all ballots submitted by that owner.

318 In addition, voting and meeting participation may be held or performed in any manner set forth in
319 the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to
320 participate in Association actions.
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322 **ARTICLE IV**

323 **Nomination and Election of Directors**

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326 **Section 1. Nominations.** Nominations for the Board of Directors may be made by any Owner
327 from those persons eligible to serve. Such nominations may be made in writing and presented to the
328 Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a
329 deadline date for submitting written nominations prior to the annual meeting.
330

331 If an insufficient number of written nominations are received prior to the date of the annual
332 meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be
333 accepted from the floor prior to voting on any open Directorship position.

334 If a sufficient number of written nominations are received prior to the date of the annual meeting
335 to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual
336 meeting has the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept
337 additional oral nominations from the floor, prior to voting on any open Directorship position.
338

339 **Section 2. Election.** Voting on each position for the Board of Directors shall be by paper ballot
340 containing the signature, printed name and address of the Owner casting the ballot. Written balloting may
341 be waived by proper motion at the annual meeting and voting conducted by a voice vote or show of hands
342 in circumstances where the number of nominees does not exceed the number of Board positions open for
343 election (i.e. 2 nominees for 2 open directorships).

344 Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for
345 as many nominees as are to be elected; however, cumulative voting shall not be allowed. Those persons
346 receiving the highest number of votes shall be elected.

347 At any director election where the terms of those directors being elected are to be staggered, the
348 highest vote recipient shall be elected to the longest term, the second highest vote recipient shall be
349 elected to the second longest term, and so on until all director positions being elected are filled. If there is
350 a tie for directorship positions of differing term lengths (i.e. two (2) persons both receive fifteen (15)
351 votes, but one (1) is to serve a two (2) year term and one (1) is to serve a one (1) year term), the directors
352 may agree to which term each will serve without the need for a new run-off vote. If the directors cannot
353 resolve the term dispute by agreement, then the presiding officer shall have the sole discretion to decide
354 the issue by either: 1) conducting a run-off ballot vote by the members; 2) draw from a hat; or 3) the flip
355 of a coin.

356 In the event no quorum is present at an annual meeting of the Association, or if a sufficient
357 number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by
358 slating, written petition or oral nomination, then the remaining members of the Board of Directors may
359 fill any directorship positions open for election at the annual meeting. Any Director so appointed to fill
360 an open position on the Board of Directors shall serve the same term as if elected by the members at the
361 annual meeting.
362

363 **Section 3. Conducting Elections by Ballot.** The election of directors may be conducted by
364 ballot so that owners may select their nominees and send in their votes prior to the annual or special
365 meeting. If the number of written nominations received by the Association before the deadline date
366 exceeds the number of open board positions to be filled at the annual meeting, then a ballot will be mailed
367 to each owner for voting on new board members. *If the election of directors is conducted by ballot*

368 voting, then NO write-in nominations or nominations from the floor will be accepted so everyone has a
369 chance to vote on the same list of candidates.

370 If the number of written nominations received by the Association before the deadline date
371 matches the number of open board positions to be filled at the annual meeting, then there is no reason to
372 incur the expense of a mailed ballot since all submitted nominees will be elected by default. In this
373 situation, the Board may simply waive ballot voting and accept the submitted nominees by voice vote at
374 the annual meeting.

375 If an insufficient number of written nominations are received by the deadline date to fill all Board
376 positions open for election at the annual meeting, then ballot voting will not be conducted and oral
377 nominations will be accepted from the floor prior to voting on any open Directorship position.
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ARTICLE V

381

Board of Directors

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Section 1. Number, Qualifications and Term of Office.

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(a). **Number.** The affairs of the Association shall be governed and managed by the Board of Directors (collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors will be composed of three (3) persons, with the minimum number of Directors being three (3) and the maximum number being five (5). The exact number of Directors may be increased or decreased, as permitted by law, by resolution of the Board of Directors. If the number of directors currently serving changes due to the resignation or removal of directors, or if an insufficient number of members volunteer to fill all possible Board positions, the Board shall continue to function with the remaining number of directors until those vacancies are filled so long as there are at least three (3) directors serving.

(b). **Qualifications.** A director must be an owner who maintains his primary place of residence in the Shawnee community and does not have his membership rights in the Association suspended for any reason as set forth in the Declaration, Articles or these Bylaws. No Lot may be represented by more than one person or representative on the Board of Directors at the same time.

(c). **Term of Office Generally.** The Board of Directors will serve their terms on a staggered basis as provided by law and as set forth in the Declaration, with approximately one-third (1/3) of the Board being open for election each year. Therefore, at the first Annual Meeting following adoption of these bylaws, one (1) director will be elected to serve a three (3) year term, one (1) director will be elected to serve a two (2) year term, and one (1) director will be elected to serve a one (1) year term. At all director elections thereafter, directors will be elected to serve a three (3) year term. All directors shall serve their full term and/or until their respective successors are properly elected and qualified.

In the event that the number of Directors is increased or decreased by resolution of the Board, the election terms, or rotation, of said Directors shall be determined by the Board at the time the increase or decrease is approved, so long as the election of Directors continues to be staggered and approximately one-third (1/3) of the Board is open for election each year. If multiple directors are being appointed by the Board to fill staggered Board vacancies, then the Board shall determine which appointee shall serve each respective staggered term.

419 **Section 2. Vacancies and Removal.**

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421 (a). **Vacancies.** Any vacancy that occurs on the Board of Directors due to the death,
422 resignation, or removal of a director will be filled by a new appointee approved by a majority vote of the
423 remaining Directors, and the appointee will serve until the next annual meeting of the members, when a
424 new Director will be elected by the members to serve the remaining balance of the vacant directorship.

425 If a vacancy is caused by a Director being removed from the Board by a vote of the membership
426 at a special meeting called for that purpose, then a majority of the members in attendance at that special
427 meeting must select a replacement(s) to fill the position(s) of the removed Director(s). A Director elected
428 by the members to fill a vacancy on the Board created by the removal of a director will serve until the
429 next annual meeting of the Association, when a permanent replacement will be elected by the members to
430 fill any remaining portion of the removed director's term.

431
432 (b). **Removal.** Any Director may be removed from the Board of Directors, with or without
433 cause, by a majority vote of the members of the Corporation at a special meeting called for such purpose.
434 The vacancy of a Director removed by the members at a special meeting shall be filled by a majority of
435 the members in attendance at that same special meeting. A Director elected by the members to fill a
436 vacancy on the Board created by the removal of a director will serve until the next annual meeting of the
437 Association, when a permanent replacement will be elected by the members to fill any remaining portion
438 of the removed director's term.

439 Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to time, and
440 the Articles, the Board of Directors also has the right to remove a Director from the Board "for cause" by
441 a majority vote of the remaining Board members.

442 For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: a)
443 failing to attend three (3) or more consecutive meetings of the Board of Directors; b) becoming ineligible
444 to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these Bylaws; c) acts
445 of fraud, theft, deception, or criminal behavior; d) breach or disclosure of confidential Board or owner
446 information or discussions to person(s) not on the Board; or e) any other actions not authorized or ratified
447 by the Board which hinder or bypass the authority of the Board to act as a whole.

448 Determination of whether "for cause" has been sufficiently established to justify removal of a
449 Director is left to the sole discretion of the members or the remaining Directors. The vacancy of a
450 Director removed by a vote of the Board shall be filled by a new appointee approved by a majority vote of
451 the remaining Directors, and the appointee will serve until the next annual meeting of the members, when
452 a new Director will be elected by the members to serve the remaining balance of the vacant directorship.

453
454 **Section 3. Duties of the Board of Directors.** The Board of Directors is the governing body of
455 the Association representing all of the Owners and is responsible for the functions and duties of the
456 Association, including but not limited to, providing for the administration of the Real Estate, the
457 management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are
458 otherwise the responsibility or duty of Owners), and the collection and disbursement of assessments to
459 pay the Common Expenses.

460 The Board shall fulfill these duties in good faith, with the care an ordinarily prudent person in a
461 like position would exercise under similar conditions, and in a manner the Board believes to be in the best
462 interest of the Association. The availability of funds, the unforeseen or unexpected nature of expenses
463 caused by natural, administrative, or regulatory reasons, or any other factor or factors which may hinder
464 or prevent the Board from taking action to fulfill any of these duties shall be considered in determining
465 the reasonableness of the Board's actions or failure to provide certain services or maintenance as provided
466 herein.

467 The Board may employ a managing agent upon such terms as the Board shall find, in its
468 discretion, reasonable and customary. The managing agent shall assist the Board in carrying out its
469 duties, which include, but are not limited to:

- 470 (a) protection, surveillance of the Common Area and Common Expense Areas, unless the
471 same are otherwise the responsibility or duty of owners of lots; provided, however, that
472 this duty shall not include or be deemed or interpreted as a requirement that the
473 Corporation, the Board or any Managing Agent must provide any on-site or roving
474 guards, security service or security system for protection or surveillance, and the same
475 need not be furnished;
- 476 (b) procuring of utilities in connection with the Limited Common Areas and for the lots and
477 Dwelling Units, including the single meter for the entire development, removal of
478 garbage and waste, and snow removal from the Limited Common Areas;
- 479 (c) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Limited
480 Common Areas, and such exterior portions of the Dwelling Units as designated in the
481 Declaration. Maintenance of lawns shall include but not be limited to the watering,
482 fertilizing, mowing and replanting when necessary of the grass; and the care, fertilizing,
483 trimming, removal and replacement of trees and shrubs planted by the Declarant. It shall
484 not include the care and maintenance of shrubs and trees which were not planted by the
485 Declarant, flowers or other plants on any lot;
- 486 (d) surfacing, paving and maintaining of the private street and any off-street parking spaces
487 constituting a part of the Limited Common Area;
- 488 (e) removal of trash and waste from the Real Estate on a basis of not less than weekly,
489 provided further that only the Board or Managing Agent shall contract for such service
490 and no owner shall contract for such service;
- 491 (f) snow removal from the private street as shown on the recorded plats and if funding exists,
492 for the removal of snow from driveways to the Dwelling Units if in the Board's sole
493 determination the accumulation of snow justifies such removal;
- 494 (g) assessment and collection from each owner his/her respective share of the Common
495 Expenses;
- 496 (h) preparation of the proposed annual budget, a copy of which will be mailed or delivered to
497 each owner at the same time as the notice of annual meeting is mailed or delivered;
- 498 (i) preparing and delivering annually to the owners a full accounting of all receipts and
499 expenses incurred in the prior year, such accounting shall be delivered to each owner
500 simultaneously with delivery of the proposed annual budget for the current year;
- 501 (j) keeping a current, accurate and detailed record of receipts and expenditures affecting the
502 Common Area and the Common Expense Areas (Item I(f) of the Declaration) and the
503 business and affairs of the Corporation specifying and itemizing the Common Expenses;
504 all records and vouchers (including current copies of the Declaration, Articles of
505 Incorporation, Bylaws and Rules) shall be available for examination by an owner,
506 Mortgagee, insurer or guarantor of a first mortgage, at any time during normal business
507 hours;
- 508 (k) procuring and maintaining for the benefit of the Corporation and the Board the insurance
509 coverage required under the Declaration and such other insurance coverage as the Board,
510 in its sole discretion, may deem necessary or advisable;
- 511 (l) paying taxes assessed against and payable with respect to the Limited Common Area and
512 paying any other necessary expenses and costs in connection with the Common Area,
513 including the utility water usage charge reflected on the single master meter for the
514 Shawnee development;
- 515 (m) to furnish, upon request of any Mortgagee, insurer or guarantor of a first mortgage, an
516 audited or reviewed financial statement for the immediately preceding fiscal year;
- 517 (n) enforcing the covenants, restrictions, bylaws and rules and regulations in the Declaration,
518 Articles, Bylaws or adopted rules and regulations;
- 519 (o) all other duties and obligations imposed upon the Association or the Board under the
520 Declaration, Articles, Bylaws or the Act.

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Section 4. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power to:

- (a) employ a managing agent to assist the Board in performing its duties;
- (b) purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all such costs there from;
- (f) open and maintain a bank account or accounts in the name of the Association;
- (g) create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Real Estate, including the individual lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Declaration, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners. Such rules and regulations will not be effective until approved in writing by the Southern Dunes Homeowners Association, Inc.;
- (h) take any and all appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provisions, restrictions or requirements within Declaration, Articles, Bylaws, or rules and regulations of the Association;
- (i) seek permission from the Southern Dunes Homeowners Association, Inc. for permits, licenses and easements over the Limited Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Shawnee; and
- (j) enter the Dwelling Unit of any owner in case of an emergency whether the owner is present at the time or not and in the case of non-emergency repairs to enter the Dwelling Unit provided the request is made in advance and is at a time reasonably convenient to the owner.

Section 5. Limitation on Board Action. The authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 per year (adjusted annually for increases or decreases in the consumer price index) without obtaining the prior approval of a majority of the Owners voting, in person and by proxy, at a special meeting called to approve such expenditure, except that in the following cases such approval of the membership shall not be necessary:

- A. Contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;
- B. Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting;
- C. Expenditures incurred to pursue enforcement of any provision, restriction or requirement within Declaration, Articles, Bylaws, or rules and regulations of the Association; or to

572 defend the Association or any of its directors, officers, managers or agents regarding any
573 legal action;
574 D. Expenditures necessary to deal with emergency conditions in which the Board of
575 Directors reasonably believes there is insufficient time to call a meeting of the Owners.
576

577 **Section 6. Annual Meeting.** The Board of Directors must meet annually, without notice,
578 immediately following, and at the same place as, the annual meeting of the membership; or at the next
579 regularly scheduled Board meeting, for the purpose of electing officers.
580

581 **Section 7. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such
582 regular intervals, without notice, at such place and hour as may be determined from time to time by
583 resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a
584 regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided
585 to each director at least forty-eight (48) hours prior to the meeting.
586

587 **Section 8. Special Meetings.** Special meetings of the Board of Directors may be called by the
588 President or by a majority of the members of the Board of Directors, at any place within or without the
589 State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of
590 the meeting, given to each Director personally, by telephone or email; or notice may be given by U.S.
591 Mail if sent, via first class, postage pre-paid, mail at least three (3) days before such meeting.
592

593 **Section 9. Notice and Waiver of Notice.** Notices of Board meetings shall be given to each
594 Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending
595 the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.
596

597 **Section 10. Quorum.** A majority of the entire Board of Directors then qualified and acting
598 constitutes a quorum for the purpose of transacting business, except for filling vacancies in the Board of
599 Directors which shall require action by a majority of the remaining Directors. Any act of the majority of
600 the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless
601 otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any
602 meeting from time to time. Notice of an adjourned meeting need not be given other than by
603 announcement at the time of adjournment.
604

605 **Section 11. Attendance at Board Meeting.** Any board member may participate in a board
606 meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or
607 other internet or electronic communication by which all directors participating may hear each other during
608 the meeting.
609

610 **Section 12. Action Taken Without a Meeting.** Any action required or permitted to be taken at
611 a meeting of the Board of Directors or any committee may be taken without a meeting if the action is
612 approved by a majority of the entire Board in writing or via email. If an action is approved via writing or
613 email, evidence of the written or email approval must be made a part of the corporate Board minutes or
614 records. However, failure to keep documentation of the approval does not automatically invalidate the
615 decision.
616

617 **Section 13. Compensation.** No Director shall receive compensation for any service he may
618 render to the Association as such director. However, any Director may be reimbursed for his actual
619 expenses incurred in the performance of his duties, and any Director may be paid and compensated for
620 services rendered to the Association in a capacity other than as a director.
621

622 **Section 14. Non-Liability of Directors.** The Directors shall not be liable to the Owners or any
623 other Persons for any error or mistake of judgment exercised in carrying out their duties and
624 responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross
625 negligence. The Association shall indemnify and hold harmless and defend each of the Directors against
626 any and all liability to any person, firm or corporation arising out of contracts made by the Board on
627 behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that
628 the Directors shall have no personal liability with respect to any contract made by them on behalf of the
629 Association.

630 **Section 15. Additional Indemnity of Directors.** The Association shall indemnify, hold
631 harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action,
632 suit or proceeding by reason of the fact that he is or was a Director of the Association, against the
633 reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection
634 with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as
635 otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such
636 action, suit or proceeding that such Director is liable for gross negligence or misconduct in the
637 performance of his duties. The Association shall also reimburse to any such Director the reasonable costs
638 of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority
639 vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such
640 findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no
641 Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the
642 performance of his duties where, acting in good faith, such Director relied on the books and records of the
643 Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or
644 employee thereof, or any accountant, attorney or other person, firm or corporation employed by the
645 Association to render advice or service unless such Director had actual knowledge of the falsity or
646 incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by
647 virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.
648

649 **Section 16. Bond.** As provided in the Declaration, the Board of Directors must provide fidelity
650 bonds (or an equivalent form of coverage) for the managing agent (if any), the treasurer of the
651 Association, and such other officers as the Board deems necessary, indemnifying the Association against
652 larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and
653 other acts of fraud or dishonesty, in a sum equivalent to at least three (3) months aggregate assessments
654 on all Dwelling Units and any such bond (or equivalent form of coverage) shall specifically include
655 protection for any insurance proceeds received for any reason by the Board. The expense of any such
656 bonds (or equivalent form of coverage) shall be a Common Expense.
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ARTICLE VI

Officers

665 **Section 1. In General.** The officers of the Corporation must be members of the Board of
666 Directors and may consist of a President, a Vice President, a Secretary, a Treasurer, and such other
667 officers or assistant officers as the Board shall from time to time create and so appoint. Any two (2) or
668 more offices may be held by the same person, except that the duties of the President and Secretary shall
669 not be performed by the same person.

670 **Section 2. Election and Terms.** Each officer will be appointed by the Board of Directors at the
671 Board's annual meeting, and shall hold that officer position until: a) the next annual meeting of the
672

673 Board; b) the expiration of the director's term on the Board of Directors; or c) the director's removal or
674 resignation from the Board, whichever occurs first.

675
676 **Section 3. Vacancies and Removal.** Whenever any vacancy shall occur in any office by death,
677 resignation, increase in the number of officers of the Corporation, or otherwise, the vacant office shall be
678 filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting
679 of the Board or until his or her successor is duly elected and appointed.

680 Any officer may be removed at any time, with or without cause, by vote of a majority of the
681 whole Board. A Director removed from a particular office shall continue to serve on the Board of
682 Directors, and may be re-appointed to a different office or may serve on the Board without an officer
683 designation.

684
685 **Section 4. President.** The President shall be the chief executive officer of the Corporation; shall
686 preside at all meetings of Voting Members and of the Board of Directors; shall have general and active
687 supervision, control, and management of the affairs and business of the Corporation, subject to the orders
688 and resolutions of the Board; shall have general supervision and direction of all officers, agents and
689 employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect;
690 and in general shall exercise all powers and perform all duties incident to such office and such other
691 powers and duties as may from time to time be assigned to him by the Board.

692 The President shall have full authority to execute proxies on behalf of the Corporation, and to
693 execute, with the Secretary, powers of attorney appointing other corporations, partnerships or individuals
694 the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the
695 Declaration, the Articles of Incorporation and this Code of Bylaws.

696
697 **Section 5. Vice-President.** The Vice-President shall act in the place or stead of the President in
698 the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as
699 may be required by him the Board of Directors or as are delegated to him by the President.

700
701 **Section 6. Secretary.** The Secretary shall attend meetings of the Board and of the Voting
702 Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided
703 for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the
704 meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be
705 custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in
706 general shall exercise all powers and perform all duties as may be from time to time assigned to him or her
707 by the Board or by the President. The Secretary, or Board in the Secretary's absence, shall have the
708 authority to appoint someone to serve as the Secretary's assistant for note/minute taking purposes at a
709 meeting.

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711 **Section 7. Treasurer.** The Treasurer shall keep correct and complete records of account
712 showing accurately at all times the financial condition of the Corporation; shall be the custodian of the
713 corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation,
714 all moneys and other valuable effects of the Corporation in such depositories as may be designate by the
715 Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the
716 President; and in general, shall exercise all powers and perform all duties customarily incident to such
717 office and such other powers and duties as may from time to time be assigned to him or her by the Board
718 or the President.

719
720 **Section 8. Special Appointments.** The Board of Directors may appoint such other officers
721 and/or assistant officers as the affairs of the Association may require, each of whom shall hold office for
722 such period, have such authority, and perform such duties as the Board of Directors may, from time to
723 time, determine.

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ARTICLE VII

Committees

Section 1. In General. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more various committees to assist the Board in carrying out the purposes of the Association. Members of committees may, but need not, be members of the Board of Directors. Each committee, to the extent provided in such resolution or as authorized pursuant to the Act, Articles, Declaration, or these Bylaws, shall have and may exercise such authority of the Board of Directors as shall be expressly delegated by the Board from time to time; except that no such committee shall have the authority of the Board of Directors in reference to:

- a. Adopt, amend or repeal the Articles of Incorporation;
- b. Approve or recommend a plan of merger or consolidation of the corporation not requiring Member approval;
- c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or substantially all of the assets of the Corporation;
- d. Approve or recommend to the Members the dissolution of the Corporation or a revocation thereof;
- e. Adopt, amend, or repeal the Bylaws of the Corporation;
- f. Fill vacancies on the Board of Directors or committees;
- g. Elect, appoint or remove Directors or members of committees;
- h. Fix the compensation of any member of such committee; or
- i. Alter or repeal any resolution of the Board of Directors that by its terms provides that it shall not be so amendable or repealable.

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

ARTICLE VIII

Records of the Association

Section 1. In General. Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members. The

775 accounts, books, records, financial statements, and other papers of the Association shall be open for
776 inspection by any member upon written request submitted to the Board at least five (5) days in advance of
777 the inspection date, and said inspection is to be made during reasonable business hours or under other
778 reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled
779 upon written request to receive a financial statement for the immediately preceding fiscal year.

780 The Association reserves the right to require any member to request inspection of the accounts,
781 books, records, financial statements, and other papers of the Association according to the requirements set
782 forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq.,
783 and any amendments or re-codification subsequently adopted thereto. The Association reserves the right
784 to deny an owner access to any records that are not required to be opened for inspection under Indiana
785 law, or if the Association determines the owner's request; a) was not made in good faith or for a proper
786 purpose; b) the member fails to describes with reasonable particularity the purpose and the records the
787 member desires to inspect; or c) the records requested are not directly connected to the stated purpose for
788 the request.

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792 ARTICLE IX

793 Execution of Instruments

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795 **Section 1. Checks, Draft, etc.** All checks, drafts, bills of exchange or other orders for the
796 payment of money, obligations, notes or other evidences of indebtedness of the Association shall be
797 signed or endorsed by such officer or officers, employee or employees of the Association as shall from
798 time to time be designated by the Board of Directors.

799

800 **Section 2. Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar
801 instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board
802 of Directors or required by law, by the President, and attested by the Secretary.

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808 ARTICLE X

809 Assessments and Fiscal Year

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811 **Section 1. Assessments.** Each Owner is obligated to pay to the Association annual and special
812 assessments as more specifically described in the Declaration. The assessments are secured by a
813 continuing lien upon the property against which the assessment is made. Any assessments which are not
814 paid within thirty (30) days shall be delinquent.

815

816 If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment
817 shall bear interest from the date of delinquency at the rate equal to the prime interest rate then being
818 charged by Bank One in Indianapolis to its largest and best corporate customer (or if said bank is no
819 longer in existence then such rate charged by another National Bank in Marion County, Indiana selected
820 by the Board of Directors). In addition, the Association may impose reasonable late fees on all
821 delinquencies. The Board shall have the right to determine the amount of the late fees, the time period
822 before the late fees are imposed, the rate of the late fees (i.e. annually, monthly, etc.) and to make any
823 other provisions for late fees and interest charges on late payments as the Board, in its sole discretion,
824 deems appropriate. The Board may also adopt specific collection procedures to be used in collecting
825 assessments and pursuing delinquent accounts.

826 If the Association incurs administrative fees or expenses as a result of collecting delinquent
827 amounts, the Owner shall be personally obligated to reimburse the Association these fees.

828 If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the
829 Association, the Owner shall be personally obligated to pay any collection costs or expenses for the
830 sending of collection letters or other correspondence or communication prior to the filing of legal action,
831 or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

832 The Association may bring an action at law against the Owner personally obligated to pay the
833 same or to foreclose the lien against the property, or both, and there shall be added to the amount of such
834 account balance the costs of preparing the collection notices and letters, preparing and filing the
835 complaint in such action, interest and late fees on any assessment as above provided, and reasonable
836 attorneys' fees, together with the costs of the action.

837 In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or
838 other payment due to the Association shall not be eligible to vote, either in person or by proxy; to be
839 elected or serve on the Association's Board of Directors; or to use any of the Common Area facilities, if
840 any, pursuant to the provisions set forth in the Declaration, Articles and/or these Bylaws.

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842 **Section 2. Fiscal Year.** The fiscal year of the Association shall begin at the beginning of the
843 first day of January in each calendar year and end at the close of the last day of December of the same
844 calendar year.

845 846 847 **ARTICLE XI**

848 **Rules and Regulations; Enforcement**

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852 **Section 1. Rules and Regulations.** The Board shall have the authority to promulgate, adopt,
853 revise, amend, and alter from time to time such additional rules, regulations, policies, procedures and
854 guidelines governing the use, occupancy, operation, enjoyment and architectural changes and
855 modifications of the lots, streets (public or private), common areas, and any other portion of the
856 Properties, including the personal conduct of the members and guests thereon, as in the discretion of the
857 Board are deemed necessary or advisable. Such rules and regulations will not be effective until approved
858 in writing by the Southern Dunes Homeowners Association, Inc.

859 These rules, regulations, policies, procedures and guidelines, and any amendments thereto, shall
860 be furnished by the Association to all owners prior to the effective date. All rules, regulations, policies,
861 procedures and guidelines shall be binding and enforceable upon each and every lot and member,
862 including all occupants, guests and invitees of any lot or member, in the Development the same as if it
863 were expressly set forth in the Declaration itself.

864
865 **Section 2. Enforcement In General.** Any party to whose benefit the Declaration or these Bylaws
866 inures, including the Association, any Committee, or any individual owner, may proceed at law or in
867 equity to prevent the occurrence or continuation of any violation of the Declaration or these Bylaws, or
868 any rules, regulations, policies, procedures or guideline adopted thereto, but neither the Association or
869 any Committee shall be liable for damages of any kind, including legal fees and costs, to any person for
870 failing to enforce or carry out any of the provisions of the Declaration or these Bylaws.

871
872 **Section 3. Costs and Attorney Fees.** The provisions of the Declaration, Articles, Bylaws, and
873 rules, regulations and architectural guidelines for Shawnee, including amendments or modifications
874 thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in Shawnee. For any
875 violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by
876 the Board or the Architectural Committee, each owner in violation shall be subject to an action at law or

877 in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set
878 forth in the Declaration, Articles, Bylaws or rules and regulations.

879 If the Association takes any action to enforce any provision or restriction in the Declaration,
880 Articles, Bylaws, and rules, regulations and architectural guidelines of Shawnee, including, but not
881 limited to, the preparing and sending of violation letters, towing of vehicles, self-help or legal action filed
882 in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses,
883 including, but not limited to reasonable attorney fees, administrative charges by a management agent, and
884 court costs, of said enforcement activity or action from the party or parties in violation of said rule or
885 regulation.

886 The foregoing remedies shall be in addition to, or supplement, any remedies of the Association
887 identified in the Declaration, Articles or Bylaws, and may be used or applied to any enforcement activity
888 or action taken pursuant to any violation of the Declaration, Articles or Bylaws or any properly adopted
889 rule or regulation.

890 These remedies are adopted herein to maintain the intent and spirit of the Declaration, Articles or
891 Bylaws that the Association and its members should not be penalized or suffer a financial loss to the
892 Association's operating budget for the cost of any enforcement efforts necessary to gain or achieve an
893 Owner's compliance with the terms and restrictions set forth in the Declaration, Articles or Bylaws or any
894 properly adopted rule or regulation.

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897 ARTICLE XII

898 Amendments

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900 **Section 1. Amendments.** The Board of Directors of the Association shall have power to make,
901 alter, amend or repeal the Bylaws of the Association, by an affirmative vote of the majority of the
902 members of the Board of Directors of the Association, except as otherwise provided in the Declaration.
903

904

905 **Section 2. Recording.** While the Code of Bylaws does not have to be recorded under Indiana
906 law, if the Board decides at any point in time to record the Bylaws, the Bylaws, including all future
907 amendments or changes thereto, must be executed by the President and Secretary of the Board and
908 recorded in the Office of the Marion County Recorder before becoming effective.
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910

911 **Section 3. Document Conflicts.** In the case of any conflict between the Declaration and the
912 Articles, the Declaration shall control. In the case of any conflict between the Declaration and these
913 Bylaws, the Declaration shall control. In the case of any conflict between the Articles and these Bylaws,
914 the Articles shall control.

915

916 ARTICLE XIII

917

918 The Indiana Nonprofit Corporation Act of 1991

919

920 The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, applicable to any
921 of the matters not herein specifically covered by these Bylaws, are hereby incorporated by reference in
922 and made a part of these Bylaws.

923

924

[End of Bylaws]

925

926 The undersigned hereby certifies that this Code of Bylaws for Shawnee Homeowners Association, Inc.
927 was duly moved and passed by a majority vote of the Association's Board of Directors and that all other
928 requirements for adopting this Code of Bylaws have been met.

929
930 SHAWNEE HOMEOWNERS ASSOCIATION, INC.

931 Jennifer Ullery
932 Jennifer Ullery
933 _____
934 President Date 5/2/11

935
936 Jennifer Ullery
937 Printed Name of Director

938
939
940 ATTEST:
941 Matthew Greiner
942 _____
943 Secretary Date 5-12-11

944
945 Matthew Greiner
946 Printed Name of Director

948
949
950
951 STATE OF INDIANA)
952)
953 COUNTY OF MARION)

954
955 Before me a Notary Public in and for said County and State, personally appeared
956 Jennifer Ullery and Matthew Greiner, the President
957 and Secretary respectively, of Shawnee Homeowners Association, Inc., who acknowledged execution of the
958 foregoing Code of Bylaws for Shawnee Homeowners Association, Inc. and who, having been duly sworn, stated that
959 the representations contained herein are true.

960 Witness my hand and Notarial Seal of this 17 day of May, 2011.

961
962 _____
963 Notary of Public - Signature
964 Rona Eymon
965 _____
966 Printed



969
970 I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security
971 number in this document, unless required by law. -Scott A. Tanner

972
973 This document was prepared by and should be returned to:
974 Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237

975
976

\$ ~~18.00~~

Pages 1

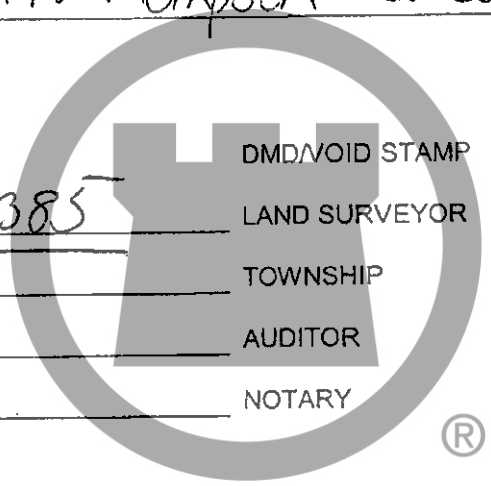
PLAT

Subdivision/ HPR the Townes at Wellingshire Sec 1

Legal Description PT NE 1/4 S 16 T 14 N R 3 E

Owner R N Thompson Dev Corp

Cross Reference	DMD/VOID STAMP	<input checked="" type="checkbox"/>
<u>99-165385</u>	LAND SURVEYOR	<input checked="" type="checkbox"/>
	TOWNSHIP	<input checked="" type="checkbox"/>
	AUDITOR	<input checked="" type="checkbox"/>
	NOTARY	<input checked="" type="checkbox"/>



Declaration _____

Other CHICAGO TITLE

Township Perry

Contact Person Evergreen Planners

Phone Number 353-6161

09/02/99 10:42AM NANDA MARTIN MARION CTY RECORDER MEM 19.00 PAGES: 1

Inst # 1999-0165386

1/4 Sec. 18-1-1-150
S. 89°53'42" E. 588.80'
70' HOFF R/W

Southport Road
North Line Northwest Quarter, Section 16
S. 89°53'42" E. 588.80'

Road

Record Plat
The Townes at Wellingshire
(a.k.a. Shawnee at Southern Dunes)
Section 1

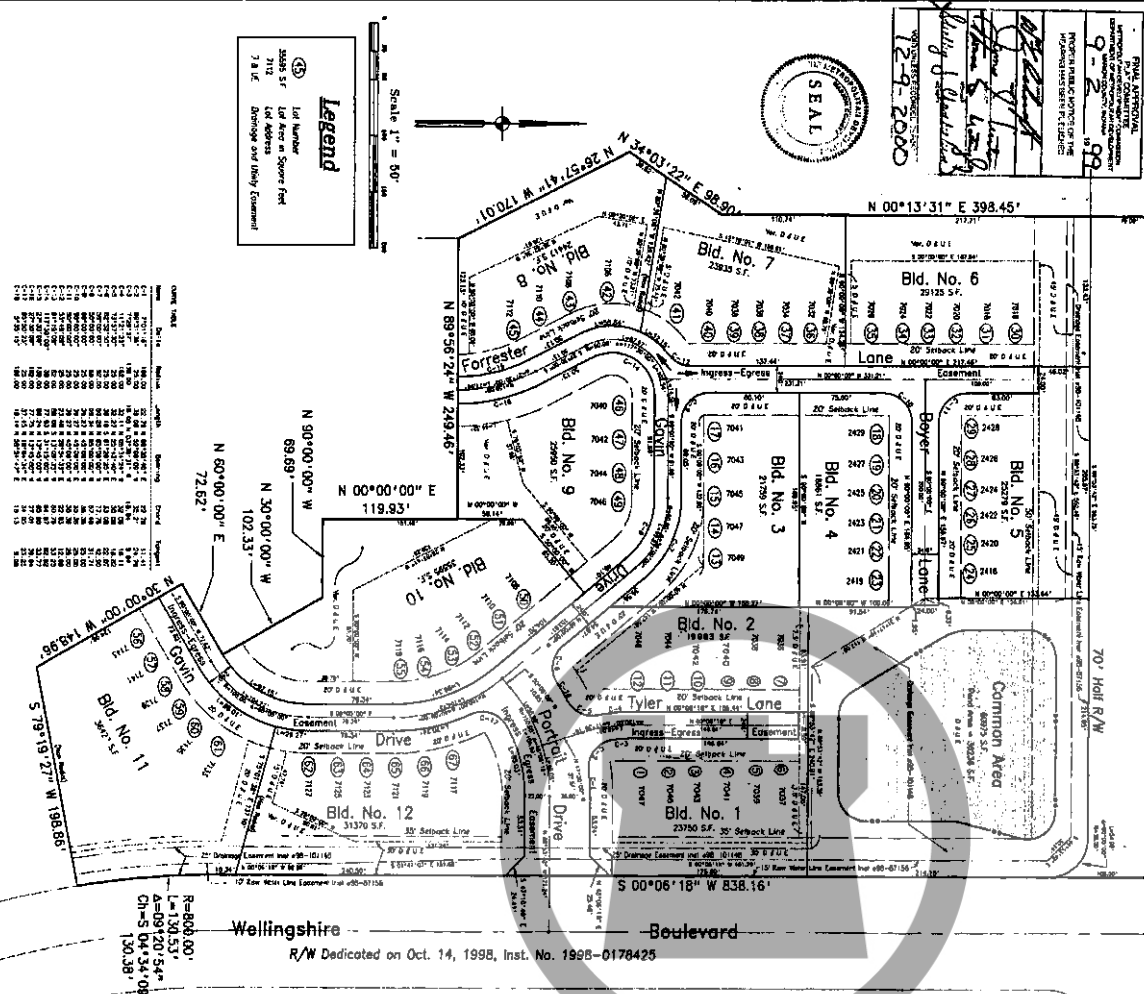
Perry Township, Marion County, Indiana



FINAL APPROVAL
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF MOTOR VEHICLE SERVICES
9-2-99
12-9-2000

Legend
Lot Number
Lot Area in Square Feet
7112
Lot Address
Developer and Altery Comment

Scale 1" = 50'



Wellingshire Boulevard
R/W Dedicated on Oct. 14, 1998, Inst. No. 1998-0178425

Table with columns: Lot No., Area, and other details. Includes lot numbers 1 through 12 and their respective areas.

RECORDATION DEVELOPMENT COMMISSION. The recordation development commission is a body of five members appointed by the county board of commissioners. Its primary duty is to review and approve all subdivision maps and plats before they are recorded in the public records. The commission also has the authority to suspend or revoke the recordation of any subdivision map or plat that does not comply with the provisions of the recordation act.

STATE OF INDIANA
MARION COUNTY
PERRY TOWNSHIP

SECTION 16
S. 89°53'42" E. 588.80'

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

12 LOTS

98-P-99
Ivergreen
234 SOUTH FRONTIER ST., INDIANAPOLIS, INDIANA 46218
317-285-9411

APPROVED BY
DATE

APPROVED BY
DATE

APPROVED BY
DATE

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Pages 1

PLAT

Subdivision/ HPR TOWNES AT WELLINGSHIRE

Section 1 Block 2

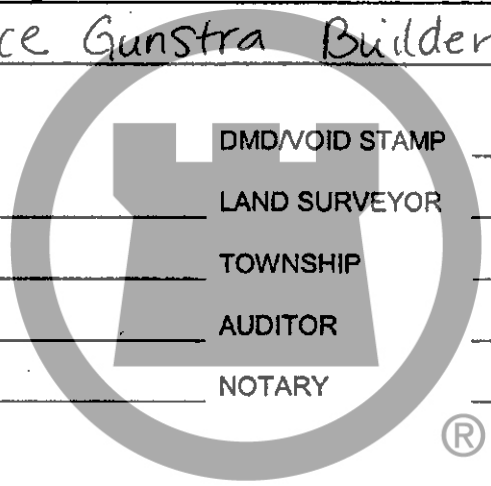
Legal Description Block '2' of the final Plat of

Townes at wellingshire Sect 1 as
per plat thereof recorded as 99-
0165386

Owner Bruce Gunstra Builders Inc.

Cross Reference _____

_____	DMD/VOID STAMP	✓
_____	LAND SURVEYOR	✓
_____	TOWNSHIP	✓
_____	AUDITOR	✓
_____	NOTARY	✓



Declaration _____

Other CHICAGO TITLE

Township PERRY

Contact Person Eric

Phone Number 596-1745

05/26/00 03:35PM HANDA MARTIN MARTON CTY RECORDER NJK 18.00 PAGES: 1

Inst # 2000-0084273

DAVID J. SHERMAN
NO. 50474
STATE OF INDIANA
LAND SURVEYOR

David J. Sherman
1-12-2008



The State of Indiana, County of Marion, State of Indiana, Section 1, Township 17 North, Range 10 East, contains therein the following described land, to-wit: ...
The plat of the above described land was filed for record in the office of the Recorder of Deeds for Marion County, Indiana, on the 11th day of May, 2008, and is hereby approved for recording by me, the Surveyor General of Indiana, on the 11th day of May, 2008.

1-12-2008



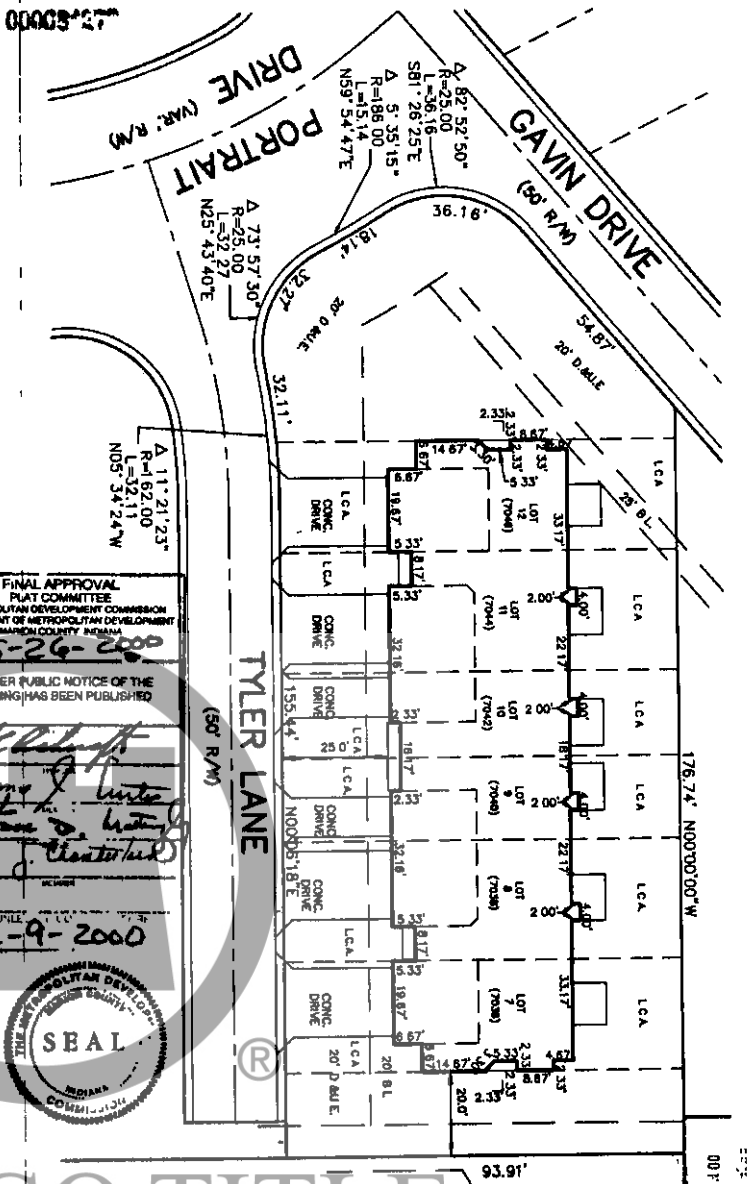
APPROVED THIS 23rd DAY OF May, 2008
BY: JENNIFER ASSESSOR
DRAFTSMAN

000094273

MARTHA A. ROMANOS
326296 NMY268



FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DEPARTMENT OF METROPOLITAN DEVELOPMENT
MARION COUNTY INDIANA
5-26-2000
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
VOID DATE 12-9-2000



TOWNES AT WELLINGSHIRE

SECTION 1

BLOCK '2' - FINAL PLAT



TOWNES AT WELLINGSHIRE
BLOCK '2'

PREPARED FOR:
GUNSTRA BUILDERS

INDIANAPOLIS

INDIANA



CONSULTING ENGINEERS - LAND SURVEYORS
(317) 849-5935 1-800-728-6917 FAX: (317) 849-5942

INDIANAPOLIS

KOKOMO

CERTIFIED: 5/15/00

David J. Sherman

NO.	NAME	DATE	REVISIONS
1	DLH	5/15/00	
2	DLH	5/15/00	
3	DLH	5/15/00	
4	DLH	5/15/00	
5	DLH	5/15/00	
6	DLH	5/15/00	
7	DLH	5/15/00	
8	DLH	5/15/00	
9	DLH	5/15/00	
10	DLH	5/15/00	

PLAT

Subdivision/ HPR Townes at Wellingshire Section 1
Bldg 3

Legal Description Bldg 3 Of the Final Plat of
Townes at Wellingshire Sect 1.

Owner Bruce Gunstra Builders Inc

Cross Reference

DMD/VOID STAMP	<input checked="" type="checkbox"/>
LAND SURVEYOR	<input checked="" type="checkbox"/>
TOWNSHIP	<input checked="" type="checkbox"/>
AUDITOR	<input checked="" type="checkbox"/>
NOTARY	<input checked="" type="checkbox"/>

Declaration CHICAGO TITLE

Other _____

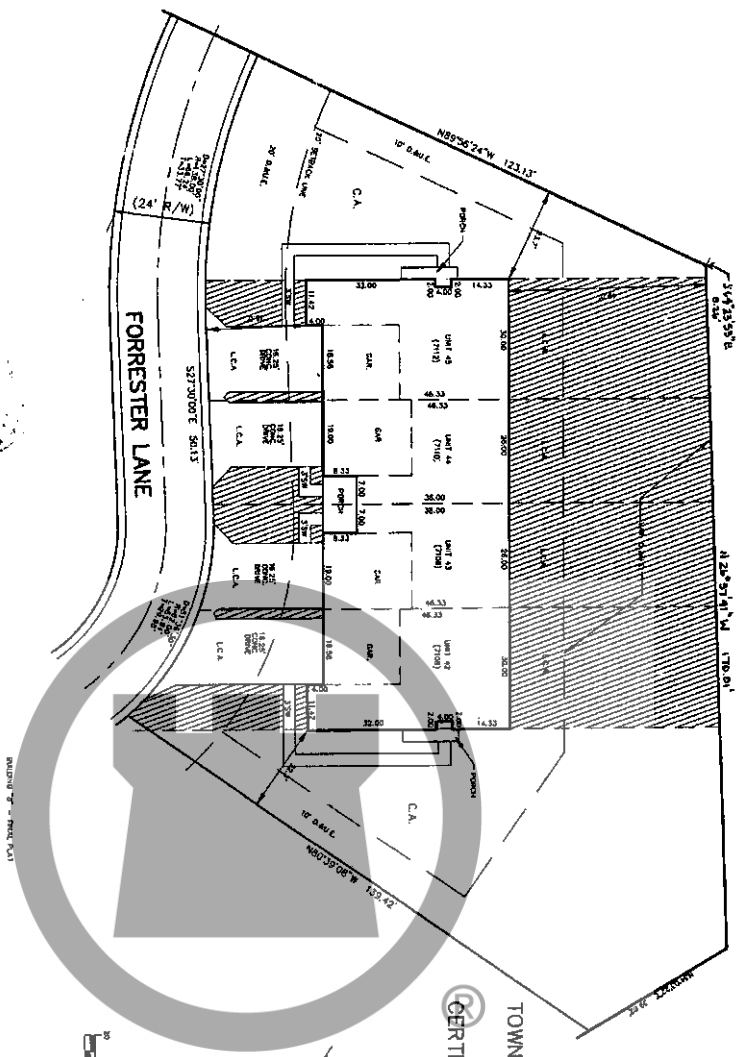
Township Perry Twp.

Contact Person Pam Smith

Phone Number 595-9095

INST # 2004-0126614

RECEIVED FOR RECORD
 JUN 23 PM 2:08
 MARION COUNTY RECORDER



BUILDING B
 TOWNS AT WELLSHIRE
 SECTION ONE
 CERTIFICATE OF CORRECTION
 INST # 2004-007273



John D. ...
 June 23, 2004
 [Signatures]

Lot	Area (sq. ft.)	Area (Acres)
Lot 1	1,422 sq. ft.	0.032 acres
Lot 2	1,422 sq. ft.	0.032 acres
Lot 3	1,422 sq. ft.	0.032 acres
Lot 4	1,422 sq. ft.	0.032 acres
Lot 5	1,422 sq. ft.	0.032 acres
Lot 6	1,422 sq. ft.	0.032 acres
Lot 7	1,422 sq. ft.	0.032 acres
Lot 8	1,422 sq. ft.	0.032 acres
Lot 9	1,422 sq. ft.	0.032 acres
Lot 10	1,422 sq. ft.	0.032 acres
Lot 11	1,422 sq. ft.	0.032 acres
Lot 12	1,422 sq. ft.	0.032 acres

47524 WEST
 SHEET NO.
 PREPARED FOR:
 WESTPORT HOMES
 MARION COUNTY
 INDIANA



CONSULTING ENGINEERS - LAND SURVEYORS
 (317) 849-5935 1-800-728-6917 FAX: (317) 849-5942
 INDIANAPOLIS INDIANA

CERTIFIED: [Signature]

DATE	REVISIONS
05/25/04	

INST # 2004-0126614

STATE OF INDIANA
 COUNTY OF MARION
 JOHN D. ...
 [Signatures and stamps]

Building 'B' of the First Plat of Towns at WellsHire, Section One, as set forth in Survey No. 2004-007273, as recorded in the Public Records of Marion County, Indiana, under Instrument No. 2004-007273, is hereby corrected as follows: ...
 [Detailed correction text]



