



DAVID BRENTON'S TEAM

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

APPROVED
AND
FILED
D. SECRETARY OF STATE

RECEIVED
J. J. HOSSETT
94 SEP 16 P12:25

ARTICLES OF INCORPORATION

OF

PERRY LAKE HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator(s), desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act, as amended (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE I

NAME AND TYPE

The name of the corporation is Perry Lake Homeowners' Association, Inc. This Corporation is a mutual benefit corporation.

ARTICLE II

PURPOSES

The purposes for which the Corporation is organized, and at all times be operated, are exclusively:

Section 1. To provide, as a "homeowners association" and "residential real estate management association" described in Section 528 of the Internal Revenue Code of 1954, as amended (the "Code"), or corresponding provisions of any future United States Internal Revenue Laws, for the acquisition, construction, management, maintenance, and care of "association property" (as defined in said Section 528 of the Code (or the corresponding provisions of any future United States Internal Revenue Laws) of the Corporation; and,

Section 2. To promote the health, safety, common good and social welfare of the owners of property in and residents of the residential subdivision developed by Double D Development, Inc., an Indiana corporation, or by its successors and assigns ("Developer") or all or a portion of the real estate commonly known as Perry Lake/Marion County, Indiana.

ARTICLE III

POWERS

In furtherance of the purposes for which it is organized, the Corporation shall have, in addition to the general rights, privileges and powers conferred by law, the following rights, privileges and powers:

Section 1. The exercise all of the powers and privileges and to perform all of the duties and obligations of the "Association" as set forth in the Declaration of Covenants, Conditions and Restrictions of Perry Lake, recorded on the 7th Day of November, 1990, as Instrument No. 900116250 in the Office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), the Declaration being incorporated herein as if set forth at length. This Corporation is referred to as the "Association" in the Declaration.

Section 2. To fix, levy, collect and enforce payment of all charges or assessments made pursuant to the terms of the Declaration or the By-Laws of the Corporation by any lawful means; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation; including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

Section 3. To dedicate, sell or transfer all or any part of the Corporation property to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the members;

Section 4. To continue as a corporation under its corporate name perpetually;

Section 5. To sue and be sued in its corporate name;

Section 6. To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property real or personal, tangible or intangible;

Section 7. To borrow money and to pledge, mortgage, deed in trust and hypothecate its property and franchises to secure the payment thereof;

Section 8. To carry out its purpose in this state and elsewhere; to have one or more offices out of this state;

Section 9. To acquire, hold, own, and vote and to sell, assign, transfer, mortgage, pledge or otherwise dispose of the capital stock, bonds, securities or evidences of indebtedness of

any other corporation, domestic or foreign, insofar as the same shall be consistent with the purposes of the Corporation;

Section 10. To appoint such officers and agents as the affairs of the Corporation may require and to define their duties and fix their compensation;

Section 11. To indemnify any director or officer or former director or officer of the Corporation, or any person who may have served as its request as a director or officer of another corporation, and their respective heirs, assigns and legal representatives, against expenses actually and reasonably incurred by such person in connection with the defense of any action, suit or proceeding in which such person is made or threatened to be made a party by reason of being or having been a director or officer;

Section 12. To purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against liability;

Section 13. To make by-laws for the government and regulation of its affairs;

Section 14. To cease its activities and to dissolve and surrender its corporation franchise;

Section 15. To do all acts and things necessary, convenient or expedient to accomplishing the purposes for which it is formed; and,

Section 16. No member or individual may receive any pecuniary benefit from the Corporation except such reasonable compensation as may be allowed for services actually rendered, and no part of its net earnings shall inure to the benefit of any member or other private individual (other than by acquiring, constructing or providing management, maintenance and care of "association property" (as such term is defined in Section 528 of the Code) and other than by rebate of excess membership dues, fees, charges and assessments.

ARTICLE IV

PERIOD OF EXISTENCE

The period during which the corporation shall continue is perpetual.

ARTICLE V
REGISTERED AGENT AND REGISTERED OFFICE

Section 1. Registered Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is: Michael S. Walsh, 401 Pennsylvania Parkway, Suite 105, Indianapolis, Indiana 46280-1390.

Section 2. Registered Office. The post office address of the registered office of the Corporation is: 401 Pennsylvania Parkway, Suite 105, Indianapolis, Indiana 46280-1390.

ARTICLE VI

MEMBERSHIP

Section 1. Qualification. Each Perry Lake subdivision "Owner" of a "Lot" shall, automatically upon becoming an Owner of a Lot, be and become a member of the Corporation and shall remain a member until such ownership ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Corporation.

Section 2. Rights, Preferences, Limitations and Restrictions of Members. The members shall have such rights, duties, liabilities and obligations, and shall be subject to such limitations and restrictions, as are provided herein, in the Act.

Section 3. Voting Rights of Members. Each member shall be entitled to one (1) vote for each Lot owned. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entitled shall be members of the Corporation, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot.

ARTICLE VII

DIRECTORS

The exact number of directors of the Corporation shall be prescribed from time to time by the By-Laws of the Corporation at a number no greater than nine (9) and no small than three (3). Whenever the By-Laws do not prescribe the exact number of directors, the number of directors shall be three (3).

ARTICLE VIII

INCORPORATOR

Section 1. Names and Post Office Addresses. The name and post

office address of the incorporator is as follows: Michael S. Walsh, 401 Pennsylvania Parkway, Suite 105, Indianapolis, Indiana 46280-1390.

ARTICLE IX

DISTRIBUTION OF ASSETS ON DISSOLUTION

OR FINAL LIQUIDATION

The property of the Corporation is irrevocably dedicated to purposes for which the Corporation is formed and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer, thereof or to the benefit of any private person. Upon the dissolution or winding upon of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to its members on a pro rata basis.

ARTICLE X

REGULATION OF CORPORATE AFFAIRS

The affairs of the Corporation shall be subject to the following provisions:

Section 1. Interest of Directors or Officers in Transactions.

Any contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any firm of which one or more of its directors or officers are members or employees, or in which they are interested, or between the Corporation and any other corporation or association of which one or more of its directors or officers are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by the approving vote of the directors present. The interested director or directors may be counted in determining the presence of a quorum at such meeting. This Section 1 of this Article X shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common, equitable or statutory law applicable thereto.

Section 2. Meetings of Members. Meetings of the members of the Corporation shall be held at such place in Marion County, Indiana, as may be specified in the respective notices or waivers of notice thereof.

Section 3. Meetings of Directors. Meetings of the Board of Directors of the Corporation shall be held at such place in Marion county, Indiana, as may be specified in the respective notices or waivers of notice thereof. Any action required to be permitted to be taken at any meeting of the Board of Directors or of any Committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors or of such Committee (as the case may be) and such written consent is filed with the minutes of proceedings of the Board of Committee.

Section 4. Powers Relative to By-Laws. The initial By-Laws of the Corporation shall be the By-Laws adopted by the initial Board of Directors of the Corporation. The power to alter, amend, add to and repeal the By-Laws of the Corporation is vested in the members of the Corporation, which power shall be exercised in accordance with the requirements of the Declaration and By-Laws; provided, however, that there shall be no amendment, alteration, addition to or repeal of the By-Laws prior to the Applicable Date without the consent and approval of the Developer.

Section 5. General Powers of Directors. Subject to the provisions of these Articles of Incorporation, the By-Laws and applicable law, the Board of Directors shall have complete and plenary power to manage, control and conduct all affairs of the Corporation.

Section 6. Non-liability of Members. No member or director of the Corporation shall be liable for any of its obligations.

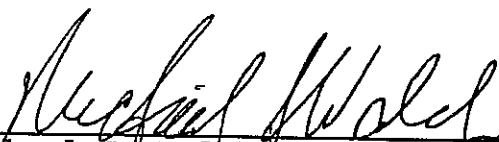
Section 7. Indemnification. The Corporation shall and hereby does indemnify each director, officer, former director, and former officer of the Corporation, and each person who may serve or may have served at its request as a director or officer of another corporation, and their respective heirs, assigns and legal representatives, against expenses actually and reasonably incurred by such person in connection with the defense of any action, suit or proceeding in which he is made or threatened to be made a party by reason of being or having been such director or officer to the extent provided in the Declaration.

Section 8. Right to Amend Articles. The Corporation reserves the right to amend, alter, change or repeal, in any manner not or hereafter prescribed by the Act, any provision contained in these Articles of Incorporation, and all rights, powers and privileges hereby conferred on members, directors or officers of the Corporation are subject to this reserved power.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above names

Corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least one (1) person has signed such membership list.

IN WITNESS WHEREOF, Michael S. Walsh, in his capacity as attorney for Double D Development, Inc., the undersigned, hereby executes these Articles of Incorporation and certify the truth of the facts herein stated, this 16th day of September, 1994.



Michael S. Walsh, Incorporator

This instrument was prepared by Michael S. Walsh, WALSH & BRAINARD, 401 Pennsylvania Parkway, Suite 105, Indianapolis, Indiana 46280-1390, (317) 575-5701.

BY-LAWS OF
PERRY LAKE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND PRINCIPAL OFFICE

Section 1. The name of the Corporation is Perry Lake Homeowners' Association, Inc. (hereinafter referred to as the "Association").

Section 2. The principal office of the Association shall be located at 8127 Snug Harbor Drive, Indianapolis, Indiana 46227, until and unless changed in accordance with law by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Developer" shall mean Double D, Inc., and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer under the Declaration, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate (as such term is defined in the Declaration) pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

Section 2. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Perry Lake, dated October 25, 1990, and recorded November 7, 1990, as Instrument No. 900116250, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length herein.

Section 3. "Association" shall mean and refer to this corporation, which is also referred to as the "Association" in the Declaration and the "Corporation" in the Articles of Incorporation of this corporation.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership, Transfer, Voting Rights. Reference is hereby made to paragraph 22 of the Declaration which sets forth terms, provisions and conditions governing and relating to membership in the Association, transfer of membership and voting rights of members, all of which terms, provisions and conditions are incorporated here in by reference.

Section 2. Quorum. The presence, in person or by proxy at any meeting of the members of the Association of persons entitled to vote thirty-three and one-third percent (33 1/3%) of the votes of the membership shall constitute a quorum for any action except

as otherwise provided in or required by the Articles of Incorporation of the Association, the Declaration, these By-Laws, or statute. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum shall be present or presented.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 4. Majority Required. A majority of the votes of members present (in person or by proxy) at a meeting at which a quorum is present shall be sufficient for the transaction of all business of the Association except on matters where a greater vote is required by the Declaration, the Articles of Incorporation, the By-Laws or by statute.

Section 5. Meetings. Meetings of the members of the Association shall be in accordance with the following provisions:

A. Place. Meetings of the members shall be held at such place in Marion County, Indiana, as may be designated by the Board of Directors of the Association.

B. Annual Meetings. The first annual meeting of the members shall be held within six (6) months after the close of the first fiscal year of the Association, the exact date to be decided by the Board of Directors. At such first annual meeting of the members, the members may designate a regular day or date for successive annual meetings, which date shall be not more than six (6) months after the close of each fiscal year of the Association. If the members fail to designate such a regular day or date, the Board of Directors may continue to designate the day or date of the next annual meeting until such a designation is made by the members. If any designated day or date falls upon a legal holiday, the actual date of the meeting shall be the next business day succeeding such designated day or date.

C. Special Meetings. Special meetings of the members shall be called by the president of the Association, by resolution of the Board of Directors of the Association or upon a written petition signed by members of the Association or upon a written petition signed by members of the Association who are entitled to vote thirty-three and one-third percent (33 1/3%) of all of the votes of the membership. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

D. Notice of Meetings. It shall be the duty of the secretary of the Association to serve a notice of each annual or special meeting, via first class mail, stating the purpose thereof, as well

as the time and place where it is to be held, upon each member of record, at least fifteen (15) days prior to such meeting. The mailing of a notice to each member at the address shown for such member of the Association's records shall be deemed notice served.

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

- (1) Roll call.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of directors.
- (7) Unfinished business.
- (8) New business.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the members of the Association. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at each annual meeting of the members and shall serve until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among members of the Association, or persons deemed to be members eligible to serve as directors thereof or otherwise eligible to serve on the Board of Directors in accordance with the Declaration and the Articles of Incorporation of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the annual meeting of the members of the Association. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons. Directors must be members of the Association or otherwise eligible to serve on the Board of Directors of the

Association in accordance with the provisions of these Articles of Incorporation.

Section 2. Addition 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 partner, officer or trustee, as the case may be, of the partnership, corporation, trust or other entity Owner shall be eligible to serve on the Board of Directors of the Association, except that no Lot may be represented on the Board of Directors by more than one person at a time.

Section 3. Term of Office Generally. The term of office for a director shall be one (1) year.

Section 4. Duties. The Board of Directors shall have the following duties:

- A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members holding thirty-three and one-third percent (33 1/3%) of the total votes of the membership entitled to vote;
- B. To supervise all officers, agents and employees of the Association;
- C. To establish the annual assessment period and fix the amount of the annual assessment against each member for each Lot owned, all in accordance with the terms of the Declaration and these By-Laws;
- D. To fix the amount of any special assessment against each member for each Lot owned, all in accordance with the terms of the Declaration and these By-Laws;
- E. To send written notice of each assessment to each Owner in accordance with the Declaration;
- F. To bring an action at law against the Owner or other person personally obligated to pay the same;
- G. To issue, or to cause an appropriate officer to issue, upon demand by any person or entity, a certificate setting forth whether or not any assessment has been paid;
- H. To procure and maintain the insurance coverage required by the Declaration and such other insurance coverage as the Board of Directors, in its sole discretion, deems necessary or advisable;
- I. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, and at least as required by the Declaration; and,

J. To cause all of the Common Areas and Lake Easements, Landscape Easements, Drainage Easements and Utility Easements to be maintained.

Section 7. Vacancies. Any vacancy in the Board of Directors shall be filled by vote of the majority of remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director for the unexpired term of his predecessor, or until his successor is elected.

Section 8. Compensation. No director shall receive compensation for any service he may render to the Association as such director. However, any director may be reimbursed for actual expenses incurred in the performance of duties, and any director may be paid and compensated for services to the Association in a capacity other than as a director.

Section 9. Removal of Directors. Any director may be removed with or without cause by a majority vote of the members of the Association.

Section 10. Regular Meetings. Regular meetings of the Board of Directors shall be held at such regular intervals, without notice, at such place and hour as may be determined from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by first class mail, telephone or telefax, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two-thirds (2/3) of the directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting as such waiver shall be deemed equivalent of the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which quorum is present shall be the acts of the Board of Directors except as otherwise provided in or required by the Declaration, Articles of Incorporation, these By-Laws or statute. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such

adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be members of the Board of Directors, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members of the Association.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until a successor is elected and qualified unless the director shall sooner resign, be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the power to appoint committees from among the members of the Association from time to time as deemed appropriate to assist in conducting the affairs of the Association. The President shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive office of an association or a stock corporation organized under the laws of the State of Indiana.

B. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and of the members; service notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board of Directors.

C. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members, and file necessary tax returns.

ARTICLE VII

COMMITTEES

The Board of Directors shall appoint the members provided for in the Articles and the Nominating Committee referred to in Article IV of these By-Laws. In addition, the Board of Directors or the President may appoint various other committees to carry out the purposes of the Association. Except as otherwise expressly provided in Article IV of these By-Laws with respect to the Nominating Committee, members of such committees may, but need not, be members of the Board of Directors.

ARTICLE VIII

BOOKS OF ACCOUNT AND FISCAL YEAR

Section 1. Books of Account. 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 and the Lake Easement, Landscape Easement, Drainage Easement and Utility Easement Areas and any other expenses incurred by or on behalf of the Association and the members. Such accounts, books, records, financial statements and

other papers of the Association shall be open for inspection by the members and other persons having an interest in any Lot, during reasonable business hours or under other reasonable circumstances. Current copies of the Declaration, the Articles of Incorporation, and the By-Laws of the Association, and other rules concerning the Real Estate, shall be available for inspection by any Owner and lender, and to holders, insurers or guarantors of any first mortgage at the principal office of the Association during normal business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable costs.

Section 2. Fiscal Year. The fiscal year of the Association shall commence January 1 and end the following December 31 each year; provided, however, that the fiscal year for purposes of assessments may be different than the general fiscal year of the Association.

ARTICLE IX

CONTRACTS, LOANS AND CHECKS

Section 1. Authorization. The Board of Directors may authorize any officer or officers or agent or agents of the Association to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Except as provided in these By-Laws, no officer, agent or employee shall have any power to bind the Association or to render it liable for any purpose or amount unless so authorized by the Board of Directors.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Association shall be signed by the President, Secretary, Treasurer or such other person as the board of Directors may from time to time designate by resolution.

ARTICLE X

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members of the Association, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration will control.

900116250

CROSS REFERENCE

3340
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PLAT COVENANTS, CONDITIONS AND RESTRICTIONS

Perry Lakes, Sections 1 and 2, Subdivision

The undersigned, Double D Development, an Indiana corporation ("Developer") is owner of real estate more specifically described in Exhibit "B" attached hereto, which real estate was subject to a Rezoning Petition, and is further subject to "COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH REZONING OF PROPERTY OR PLAN APPROVAL", which Zoning Petition was adopted by the City-County Council under Petition No. 89-2-54DP-5, and which Commitment is attached hereto and made a part hereof as Exhibit "A", which is recorded as Document No. 890049631 in the Office of the Recorder of Marion County, Indiana. The Developer intends to plat and subdivide the real estate as shown on the plat for the Developer, as hereinafter recorded in the Office of the Recorder of Marion County, Indiana, and desires in such plat to subject the real estate to the provisions of the plat covenants, conditions and restriction. The subdivision created by the plat shall be known and designated as Perry Lakes, Sections 1 and 2, an addition in Marion County, Indiana.

RECORDED FOR RECORD

NOV - 7 PM 2:04

In order to provide adequate protection to all present and future owners of lots in the subdivision, the following covenants, conditions and restrictions are hereby imposed upon the real estate as a minimum:

1. Subdivision of Lots of Improvements. No lot in this subdivision shall be subdivided to form units of less area, nor shall any building or structure permitted to be constructed thereunder for occupancy as a single family residence be subdivided to permit occupancy of more than one family. All lots within the subdivision are to be used exclusively for single-family residential purposes.

NOV 7 1 30 03 23 95
 RECEIVED FOR RECORD
 JOHN R. YON ARX
 REC'D

2. No residence, building, fence, landscape screening, improvements of any type or kind shall be repainted, constructed or placed on any lot by anyone other than the Developer, its contractors, subcontractors, agents, successors, nominees or assigns without prior written approval of an Architectural Control Committee to be established by Developer. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in a manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include a plot plan showing the location of all improvements existing upon the lot and the location of the improvements proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawing submitted to the Committee shall be drawn to scale of one inch equals ten feet, or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for Improvement Location Permits shall bear the stamp or signature of the Committee, acknowledging the approval thereof. All standards imposed upon the initial construction of the homes and the initial improvements to the lots shall be in accordance with the above-mentioned Rezoning Petition and the above-mentioned Commitments entered into in connection with the rezoning filed

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under the above-mentioned instrument number, a copy of which documents are on file in the offices of Metropolitan Development Commission of Marion County, Indiana, unless and until changed in a manner provided by such Commitments or applicable law; and

ii. the following additional requirements:

a. No garage shall be erected on any lot in the subdivision which is not permanently attached to the residence. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence. Enclosed storage areas must architecturally blend with the residence, and are subject to architectural approval.

b. Every single-family dwelling erected, placed or constructed on the lot within the subdivision shall be completed, including at least one coat of paint, stain, varnish or preservation of any exterior wood surface, and the patio areas, excluding portions thereof that are hard surfaces, shall be graded, sodded or seeded and reasonably landscaped within six (6) months from the date of commencement of erection, placement or construction. Until all work is completed, and such single-family dwelling is ready for occupancy, the lot shall be kept and maintained in a sightly and orderly manner, and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.

c. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above any street shall be placed or permitted to remain on any corner lot within the triangle area formed by the street right-of-way lines and the line connecting the points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the

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intersection of the street line with the edge of the driveway, pavement or alley line.

In the event that written approval is not received as required herein within twenty-one (21) days from the date requested, failure to issue such written approval shall be construed as disapproval of the request made.

3. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except those used by a builder during the construction of a residential building on the property, and any such structure shall be promptly removed upon completion of construction of the building.

4. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

5. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offense activity shall be carried out on any lot in the subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No camper, motor home, truck, trailer, boat, recreational vehicle or motorized vehicle of any kind may be stored on any lot in the subdivision in open public view. No vehicles shall be put up on blocks or jacks to accommodate car repair on a lot except if such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

7. No sign of any kind shall be displayed for public view on any lot or building, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or

rent. Developer may use larger signs during the initial sale and development of the subdivision.

8. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All containers and/or equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. No homeowner or occupant of a lot shall burn or bury out of doors, any leaves, garbage or refuse.

9. No gas or oil storage tank, either buried or above ground, is allowed on any lot.

10. All owners shall keep unobstructed and in good repair all open storm water drainage ditches and swales which may be located on their respective lots.

11. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the subdivision which is not in compliance with regulations or procedures required by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any lot.

12. Each driveway in the subdivision shall be of concrete or asphalt material.

13. No antenna in the subdivision shall be erected above the roof peak of the house on which it is located.

14. No satellite dishes shall be installed or permitted in the subdivision.

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15. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the subdivision.

16. No above-ground swimming pools shall be permitted in the subdivision.

17. No solar panels of any type shall be permitted on roofs of any structures in the subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots and streets.

18. No clotheslines shall be permitted on any lots.

19. Enforcement of Covenants. Any violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, an Association, any person or entity having any right, title or interest in the real estate (or any part thereof), and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violations, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

20. General. These plat covenants, conditions and restrictions may be amended or changed following the date of recordation by an instrument recorded in the office of the Recorder of Marion County, Indiana, signed by (1) Double D Development, its successors, assigns or nominees as developer of this

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subdivision, at any time prior to January 1, 1997, so long as it continues to own at least fifty percent (50%) of the lots within the subdivision; and (2) by at least three-fifths (3/5) of the lot owners within this subdivision at any time within the first twenty (20) years following thereof, and thereafter, by a similar recorded instrument signed by at least sixty percent (60%) of such lot owners. These plat covenants, conditions and restrictions shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder of Marion County, Indiana, and shall automatically extend for a successive period of ten (10) years each unless prior to expiration of such ten (10) year period, they are amended or changed in whole or in part as hereinabove provided. Invalidation of any of these plat covenants, conditions and restrictions by judgment or decree shall in no way affect any of the other provisions thereof, and shall remain in full force and effect. These covenants, conditions and restrictions shall run with the land, and shall be binding upon all persons or entities from time to time having any right, title and interest in the real estate or any part thereof.

21. All mailboxes in the subdivision shall be standard in form for all homes in a manner approved and established by the Architectural Control Committee.

22. There are certain areas of this subdivision which are common areas and will necessitate maintenance and upkeep. A Homeowners Association shall be formed by the Developer, its nominees, successors or assigns, with mandatory membership of all homeowners. For two (2) years following the recording of these covenants, conditions and restrictions, and with the establishment of the Homeowners Association, the membership fees shall not exceed Twenty-five Dollars (\$25.00) per month; however, after that

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period of time, membership fees may be increased in accordance with the needs and within the authority of the Homeowners Association. The Homeowners Association will be controlled by Developer until at such time as sections I and II of Perry Lakes are 95% complete.

IN WITNESS WHEREOF, the undersigned Developer, as owner of the real estate, has caused his name to be subscribed on this 25th day of October, 1990.

DOUBLE D DEVELOPMENT, ...

BY: *Dennis D. Stephenson*
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 25th day of October, 1990.

Connie L. Kandy
Notary Public (Signature)
Printed: CONNIE L. KANDY
County of Residence: MARION

My Commission Expires:
15 April 94

Connie L. Kandy
Notary Public State of Indiana
Marion County
My Commission Exp. April 15, 1994

My Commission Exp. April 15, 1994
Marion County
Notary Public State of Indiana
Connie L. Kandy

Instrument Prepared By:
LOUIS H. BORGMANN
Attorney at Law
431 E. Hanna Ave.
Indpls., IN. 46227
317-782-9890

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APPROVED
SMD-ODS BY DSG
11-14-90

APPROVE: _____

DOUBLE D DEVELOPMENT, INC.

5802 ELMWOOD DRIVE

INDIANAPOLIS, IN 46203

Fence Requirements for Perry Lake Subdivision:

Fence that will be accepted:

Ornamental Steel Spaced Picket Fence in 4,5, and 6' heights.

Western Red Cedar Spaced Picket Fence in 4' and 6' heights.

Solid Western Red Cedar or Treated Yellow Pine Board Fence with Dog Ear or Cape Cod Finish in 4' or 6' heights.

Shadow Box Western Red Cedar or Treated Yellow Pine with Dog Ear Finish in 4' or 6' heights.

Two or Three Rail Post and Rail Decorative Fence in Treated Yellow Pine, Western Red Cedar or Locust Post with Poplar Rails.

Fence that will not be accepted:

Galvanized or Vinyl Coated Chainlink Fence

No Spruce, Pine, Fir or Northern White Woods as it is commonly referred to, in the form of a Stockade Panel.

Additional fence requirements:

Fence shall be restricted to back yards only.

No fence is to be erected in side yards.

Lots bordering the lake are further restricted to ornamental steel spaced picket fence only.

Petitions for Amendment of the Plat Covenants, Conditions and Restrictions of Perry Lakes, Sections 1 and 2, Subdivision have been voted on and passed by the homeowners of the subdivision.

The covenants shall be amended as follows:

On page 3 under ii. the following additional requirements shall be amended to read:

- a. No garage shall be erected on any lot in the subdivision which is not permanently attached to the residence. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence. Enclosed storage areas must architecturally blend with the residence and are subject to approval by the Board of Directors. This covenant does not apply to mini-barns. Mini barns may be constructed following Covenant #3 restrictions.

On page 4 Covenant #3 shall be amended to read:

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot in the subdivision, except those used by a builder during the construction of a residential building on the property, and any such structure shall be promptly removed upon completion of construction of the building.

Mini barns may be constructed by the homeowners on their own lot using the following restrictions and conditions:

- The mini barn should be painted and shingled the same as the home.
- The mini barn should be placed in the back yard and be constructed of pre-manufactured lumber.
- No metal or vinyl coated materials are to be used (except for latches, hinges, etc.)
- The mini barn size may be no larger than 8 feet wide, 10 feet long and no more than 10 feet off the ground.
- Plans for the construction of a mini barn must be submitted to the Board of Directors of this subdivision for approval 30 days prior to construction of said mini barn.

On page 5, Covenant #14 shall be amended to read:

Homeowners may place a Digital Satellite System on their own lot using the following restrictions and conditions:

- The satellite dish may not be placed above the peak of the house.
- The satellite dish must be 2 feet (24") or less in diameter.
- Plans for the placement of a satellite dish must be submitted to the Board of Directors of this subdivision for approval 30 days prior to placement of said satellite dish.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

PERRY LAKE HOMEOWNERS' ASSOCIATION, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin September 16, 1994.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Sixteenth day of September, 1994

Joseph H. Hogsett

JOSEPH H. HOGSETT, Secretary of State

By

K

Deputy

