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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.

(12)

BY-LAWS
OF
ST. JAMES MANOR HOME OWNERS ASSOCIATION, INC.

ARTICLE I
IDENTIFICATION AND APPLICABILITY

SECTION 1.01. Identification and Adoption. These By-Laws are adopted to govern the administration of the St. James Manor Home Owners Association created to govern the use of common areas, and partly to govern the use of lots, in a residential subdivision located in the City of Greenfield, Hancock County, Indiana, known as St. James Manor. The Developer ("Developer") and owner of the subdivision is Gemini Development Corporation, an Indiana Corporation.

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association.

SECTION 1.02. Individual Application. All of the Lot Owners, future owners, mortgagees, tenants, future tenants, or their guests and invitees, and any other person who may use or occupy a Lot or any common areas in the subdivision, shall be subject to the terms and conditions of all documents affecting such Lot and the common areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

SECTION 1.03. Effect Of Becoming An Owner. The owner ("Owner") of any lot in St. James Manor, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to the provisions contained in these By-Laws. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect to these By-Laws, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenants and agrees and consents to and with Developer and to and with the Owner and subsequent Owners of each of the lots affected by these By-Laws to keep, observe, comply with the terms and conditions of these By-Laws.

SECTION 1.04. Rules Governing Building On Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same

person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Architectural Control Committee as hereinafter described for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these By-Laws to said lots, so long as the lots remain improved with one single dwelling.

ARTICLE II MEETING OF ASSOCIATION

SECTION 2.01. Meetings. At least annually and at such other times as may be necessary, a meeting of the Lot Owners shall be held for the purpose of electing the Board of Directors, approving the Annual Budget, and for such other purposes as may be appropriate or required.

SECTION 2.02. Annual Meetings. The Annual Meeting of the Lot Owners shall be held on the first Monday on or after March 15 in each calendar year or as soon thereafter as is practicable. The Board of Directors may change the date for the Annual Meeting, but it shall give written notice to Owners of any change in the date of the Annual Meeting. At the Annual Meeting the Lot Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

SECTION 2.03. Special Meetings. A Special Meeting of the Lot Owners may be called by the President, by request of two (2) Directors, or upon a written request of not less than fifteen percent (15%) of the Lot Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Lot Owners are present.

SECTION 2.04. Notice and Place of Meetings. Any meetings of the Lot Owners may be held at any suitable place, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting, and in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner. The notice shall be mailed or delivered to the Lot Owners at their address as it appears upon the records of the Association and to any Mortgage who requests the same in writing at its address as appears on the records of the Association. Attendance at any meeting by a Lot Owner or their authorized representative, in person or by proxy, shall constitute waiver of

notice of such meeting.

SECTION 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each Lot Owner other than the Developer shall be a Class A member of the Association, and shall be entitled to cast one vote on each matter coming before the meeting. The Developer shall be the sole Class B member and shall be entitled to four (4) votes for each Lot owned subject to the terms and conditions of the By-Laws. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

ii) At election of Developer.

(b) Multiple Owner. Where the Owner of a Lot constitutes more than one (1) person, or is a partnership, there shall be only one (1) voting representative entitled to cast the vote allocable to that Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is a Lot Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of a corporation who is duly empowered to vote shall cast any votes to which the corporation is entitled.

(d) Proxy. A Lot Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Lot Owner shall duly designate his attorney-in-fact in writing, and such written designation shall be delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in these By-Laws, one-third (1/3) of the Lot Owners shall constitute a quorum at all meetings.

(f) Conduct of Annual Meeting. The President of the Association shall serve as Chairman of the Annual Meeting and in his absence the Vice President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be conducted normally in the following manner:

(1) Reading of the Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion.

(2) Treasurer's Report. The Treasurer shall report to the Lot Owners concerning the financial condition of the Association, and answer relevant questions of the Lot Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

(3) Budget. The proposed Annual Budget for the current fiscal year shall be presented to the Lot Owners for approval or amendment. If the Lot Owners do not approve the Annual Assessments for the current fiscal year at the time they approve the Annual Budget, then the Board of Directors shall set the Annual Assessments for the year at such amount as will raise the funds required to comply with the Annual Budget, including reserve requirements.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by any Lot Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least three (3) days prior to the date of the Annual Meeting. Voting for the Board of Directors will be by paper ballot unless a majority of the Lot Owners present waive voting by paper ballot and approve another form of voting. The ballot shall contain the name of each person nominated to serve as a Board member. Each Lot Owner other than Developer may cast one vote for as many nominees as are to be elected. No Lot Owner other than Developer may cast more than one vote for any nominee. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only if accepted and ruled in order by the Chairman of the Meeting, or which is pursuant to written request submitted to the Secretary of the Association at least three (3) days prior to the date of the meeting.

(6) Adjournment.

ARTICLE III BOARD OF DIRECTORS

SECTION 3.01. Number and Duties. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) persons. No person shall be eligible to serve as a Director unless he is a Lot Owner or unless he is appointed by the Developer. Also, any Lot Owner who is thirty (30) days or more in arrears in his Annual or Special Assessments, will not be eligible to serve or to continue to serve as a Director.

SECTION 3.02 Initial Board of Directors. The initial Board of Directors shall be as provided in the Articles of the Incorporation of the Association, all of who shall be appointed by Developer. Notwithstanding any other provisions in the By-Laws, the initial Board of Directors shall hold office until the first Annual Meeting of the Lot Owners which shall be held on the first Monday on or after March 15 in each year.

SECTION 3.03. Additional Qualification. 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 Lot Owner, or an office or trustee, shall be eligible to serve on the Board of Directors. No Lot Owner other than the Developer may be represented on the Board of Directors by more than one person at a time.

SECTION 3.04. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. At the first annual meeting of the Board, one Director shall be elected for one (1) year, one Director for two (2) years and one Director for three (3) years. At each subsequent annual meeting one Director shall be elected for a term of three (3) years (since the term of one of the Directors will be expiring), and any other vacancies in the Board of Directors shall be filled by electing a Director to serve for the remainder of the term of the Director who did not serve for his whole term of office.

Any vacancy or vacancies occurring in the Board of Directors shall be filled until the annual meeting of the members by a vote of a majority of the remaining Directors or by vote of the Lot Owners if a Director is removed in accordance with Section 3.05 of this Article III.

SECTION 3.05. Removal of Director. A Director or Directors, except the initial Directors, may be removed with or without cause by majority vote of the Lot Owners at a meeting duly called and constituted. In such case, a successor Director shall be elected at the same meeting from eligible Lot Owners. A Director so elected shall serve until the next Annual Meeting of the Lot Owners or until his successor is duly elected and qualified. An initial Director may be removed and replaced at the discretion of the Developer.

SECTION 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the Common Areas in St. James Manor, including but not limited to the lake, tennis courts, entrances, parking areas, walking trails, and boat docks, and the collection and disbursement of the common expenses. These duties include, but are not limited to:

- (a) management, maintenance, repair and replacements of the common areas;
- (b) procuring of utilities used in connection with the common facilities, removal of garbage and waste, and snow removal from the common areas, and if the Board of Directors deems prudent from public streets in the subdivision;
- (c) landscaping, painting, decorating, and furnishing of the common areas;
- (d) surfacing, paving and maintaining streets, parking areas, and sidewalks;
- (e) assessment and collection from the Owners of their pro rata share of the common expenses;
- (f) preparation of annual budget;
- (g) 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 as soon as possible after the end of each fiscal year;
- (h) keeping a current, accurate and detailed record of receipts and expenditures affecting the property, specifying and itemizing the common expenses. All records and vouchers shall be available for examination by an owner upon reasonable notice during normal business hours; and
- (i) to procure fire and extended coverage insurance covering any improvements on or to the common areas to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Lot Owners and the Association.

SECTION 3.07. Powers of the Board of Directors. The Board of Directors shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgement of the Board of Directors;
- (c) 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 Association;

(d) to include the costs of all of the above and foregoing as a common expense;

(e) to open and maintain one or more bank accounts in the name of the Association;

(f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of common areas and for approving the payment of vouchers, invoices and the like;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the common areas and facilities;

(h) to grant easements and other rights over the common areas;

(i) to impose non-discriminatory fines upon any Lot Owner or Lot Owners if they, or any members of their family, guests, or invitees, shall violate any rules or regulations adopted by the Association and such fine shall be collectible by the Association in the same manner as payment of the annual assessment is collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest to the same extent as a late payment of the annual assessment; and

(j) to do such other acts and things as are in the best interest of a majority of Lot Owners and which are not contrary to law.

SECTION 3.08. Limitation on Board Action. 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 without obtaining the prior approval of the Lot Owners at a meeting thereof, except in the following cases:

(a) contracts for replacing or restoring portions of the common areas damaged or destroyed by fire or other casualty unless all the buildings are totally destroyed;

(b) proposed contracts and proposed expenditures expressly set forth as provided for in the annual budget as approved by the Lot Owners at the annual meeting, which shall include but not be limited to the compensation of the managing agent, ongoing contracts of all kinds, maintenance

contracts, contracts for improvements which have been approved by the Lot Owners and contributions to reserve accounts;

Items within the budget need not be approved separately. The Board may also reallocate items in the budget, if the total budget will not be increased.

SECTION 3.09. Compensation. No Director shall receive any compensation for his services unless a majority of the Lot Owners shall approve paying such compensation. Each Director shall be reimbursed for his reasonable costs and expenses incurred for the benefit of the association.

SECTION 3.10. Meetings. Regular meeting of the Board of Directors may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or mailed by United States Mail at least three (3) days prior to the date of such meeting.

Special meetings of the Board of Directors may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called.

SECTION 3.11. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, or if those not present shall waive notice of the meeting or shall consent to the actions taken at the meeting, notice shall not be required and any business may be transacted at such meeting.

SECTION 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

SECTION 3.13. Non-Liability of Directors. The Directors shall not be liable to the Lot Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors

against any and all liabilities to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall if reasonably available carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the common expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Lot Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association.

SECTION 3.14. Additional Indemnity of Directors and Officers. The Association may indemnify any person, his heirs, assigns and personal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or an Officer of the Association, 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 thereon, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Lot Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any Officer or employee thereof, or any Accountant, Attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 3.15. Books and Records. The Board of Directors shall itself, or through the Managing Agent, make available to Lot Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants in the

recorded subdivision plats, these By-Laws, any rules and regulations concerning St. James Manor, and the books records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IV OFFICERS

SECTION 4.01. Officers of the Association. The principal Officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

SECTION 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any Officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

SECTION 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of President or Chief Executive Officer of an Association or a Stock Corporation organized under the laws of Indiana, including, but not limited to the power to appoint committees from the Lot Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

SECTION 4.04 The Vice President. A Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President the Vice President shall preside at all meetings of the Lot Owners and of the Board of Directors. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall from time to time be delegated to him by the Board or by the President.

SECTION 4.05. The Secretary. The Secretary need not be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meeting, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to

time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association of the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

SECTION 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He shall be the Legal Custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer need not be a Lot Owner.

SECTION 4.07. Additional Officers. The Board of Directors may, from time to time, designate and elect additional Officers, including but not limited to Vice Presidents and an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as are set forth herein for such offices. The Assistant Secretary and Assistant Treasurer shall have such powers and duties as the Officer whom they are elected to assist shall delegate to them, and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

SECTION 4.08. Delegation to Management Agent. The duties of the Secretary and/or Treasurer may be delegated to a Managing Agent if one is then serving.

ARTICLE V ACCOUNTING, BUDGETS, AND ASSESSMENTS

SECTION 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year, the Board shall cause to be prepared and furnished to each Lot Owner a financial statement prepared by an independent Public Accountant, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer or guarantor of a first mortgage who shall so request in writing.

SECTION 5.02. Proposed Budget. Annually, on or before the date of the Annual Meeting of the Association, the Board of Directors shall cause to be prepared a proposed Annual Budget for the ensuing or current fiscal year estimating the total amount of the common expenses for such fiscal year. The Board of Directors shall furnish a copy of such proposed Annual Budget to each Lot Owner prior to or at the Annual Meeting of the Association for adoption, and, if so adopted, shall be the basis for the Annual

Assessment for the following fiscal year. At the Annual Meeting of the Lot 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 those persons voting in person or by proxy; provided, however, that the Board of Directors may adopt a tentative Annual Budget for each year until an Annual Budget is approved by the Lot Owners.

SECTION 5.03. Annual and Special Assessments. Common expenses shall be assessed to the Lot Owners, either as an Annual Assessment, or as a Special Assessment, equally with respect to each Lot which is subject to assessment, all as set forth below:

(a) An annual assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. The annual assessment shall be paid in two (2) equal semi-annual installments which shall be due and payable in advance on the first day of the months of February and August. The amount of the aggregate annual assessments shall be equal to the total amount of expenses provided for in the Annual Budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items. Special assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special assessments.

(c) The annual assessment and all special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a continuing lien on the lot upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time of the assessment was payable.

SECTION 5.04. Fiscal Year. The Fiscal Year of the Association shall commence on January 1 and end on December 31, but the Board of Directors may change such Fiscal Year. If the fiscal year is so changed, the annual assessment for the prior fiscal year shall continue to be assessed during any short fiscal year, unless the Board of Directors shall submit an interim or modified Budget and annual assessment for such period to the Lot Owners.

SECTION 5.05. Limitation on Assessments. During the Fiscal Years ending on or prior to December 31, 199____, the maximum annual assessment shall be per lot per year payable in advance in semi-annual installments of \$_____ on the first day of the months of February and August of each year. The Assessment shall be prorated for part of a quarter where applicable. So long as the Developer owns any lot in St. James Manor but not longer than two (2) years from the date hereof, there shall not be any increases in the annual assessment nor shall there be any Special Assessments, without Developer's prior approval. For the purpose of this section any lot re-acquired by the Developer after it has been sold shall be deemed not to be owned by the Developer.

So long as the Developer is developing the property in the Subdivision, the Annual assessment shall not be increased more than a cumulative average of eight percent (8%) per year unless such larger increase is approved by a majority vote at a meeting duly held after the Lot Owners have been notified that such meeting would consider the Annual Budget for the following year and that an increase averaging more than eight percent (8%) per year may be necessary. Such maximum percentage increase shall be computed by compounding the annual assessment for the fiscal year ending December 31, 19____, at the rate of eight percent (8%) per year until the then current fiscal year.

SECTION 5.06. Vote for Special Assessments. No Special Assessment shall be adopted unless voted by sixty-six and two thirds percent (66 2/3%) of the votes of the Association at a meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Lot Owners.

SECTION 5.07. Notice of Meeting for Assessments. Written notice of any meeting other than the Annual Meeting which is called for the purpose of approving the Annual Budget and Annual Assessment or a Special Assessment, shall be given or sent to all members and such notice shall state that the Annual Budget and/or a Special Assessment will be considered at such meeting.

SECTION 5.08. Commencement of Assessments. The Annual Assessments provided for herein shall be made for each fiscal year of the Association, and shall be payable in semi-annual installments as provided above. The Annual Assessment shall be set for each fiscal year of the Association. If the Annual Assessment has not been set by the first day of the fiscal year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the Assessments shall be based on the prior year's Assessments until the Annual Budget and Annual Assessment for such fiscal year is approved. The first payment of the Annual Assessment payable after the Annual Budget is approved

shall be adjusted to compensate for any prior payments which were too high or too low. If more than one lot is conveyed or rented with a home, then each Lot, or part Lot, shall be subject to the Annual Assessment. A part Lot shall be subject to a pro rata share of such assessment. The Annual Assessment for the fiscal year in which occurs the conveyance of the first Lot to a Lot Owner other than a builder shall be established by the Developer. No Lot shall be liable for payment of the Annual Assessment until after a home on the lot is substantially completed and is then conveyed by the builder of the home to a purchaser, or when the home is rented. At the time of the first conveyance of a home, the purchaser shall pay a prorated assessment for the balance of the quarter in which the Lot is conveyed. The Purchaser of each Lot shall be responsible to notify the Association of his acquisition of the Lot and to give to the Association his name and address for mailing purposes and satisfactory evidence of his ownership.

SECTION 5.09 Delinquent Assessment. Any payment of an Assessment which is not paid within fourteen (14) days of the date due shall automatically be subject to a late charge of \$25.00. Late charges may continue to be assessed for each quarter a payment remains outstanding. The Board of Directors shall have the right to change the amount of the late charge, the time period before such charge is imposed, and to make other provisions for late charges and/or for imposing interest on late payments. The Association may bring an action of law against the Lot Owner personally obligated to pay the same; it may foreclose its lien against the Owner's Lot; or it may assert both rights and/or any other remedy available to it in law or in equity.

SECTION 5.10. Lien of Assessments. All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owner's Lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any Lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which become due prior to the sale of such sale or transfer, but shall not extinguish the personal liability of the Lot Owner for such assessments. No such sale or transfer shall relieve the Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The line for sums assessed may be foreclosed by a suit by the Association or the managing Agent on

its behalf in like manner as a mortgage of such property. In any such foreclosure the Lot Owner shall be required to pay a reasonable rental for the use and occupancy of the Lot. The Association, upon the affirmative vote of 90% of all the Lot Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the Lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

SECTION 5.11 Liability of Grantee. In a voluntary conveyance of a Lot other than a deed in lieu of a foreclosure, the grantee of the Lot shall be jointly and severally liable the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses or for special assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Upon the request of any Lot Owner, Purchaser or Mortgagee, the Secretary or other authorized Officer of the Association or the Managing Agent shall provide within seven (7) days of the request, against a particular Lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Lot Owner to confirm that the person requesting the statement is a Mortgagee or purchaser of or from the Lot Owner. Once having been furnished with such a statement, such person (other than the delinquent Lot Owner) shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

SECTION 6.01. Creation. There shall be, and hereby is, created and established an architectural control committee to perform the functions provided for herein. The committee shall initially be the developer, Gemini Development Corporation. After completion of the development, a committee of three (3) homeowners designated by the Developer shall serve for one (1) year and continuing thereafter until their successors are elected by a majority of the Board of Directors of the Association.

SECTION 6.02. Purposes and powers of committee. The committee shall regulate the external design, appearance and location of residences, buildings, structures, piers, docks, boathouses, beaches, or other improvements placed on any Lot or in the common area in such a manner as to preserve and enhance the value and desirability of the real estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) In general. No residence, building, fence, wall, structure, pier, dock, boathouse, beach, or improvement of any type of kind shall be constructed or placed on any Lot or within the common area without the prior written approval of the committee. 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 the 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 plot plan showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the composition of all exterior materials proposed to be used together with any other material or information which the committee may require. All plans and drawings submitted to the committee shall be drawn to a scale of 1" equals 10'; or one quarter or one-eighth inch equals one foot; 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 the improvement location permit shall bear the stamp or signature of the committee acknowledging the approval thereof.

(ii) Power of disapproval. The committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this declaration or any subdivision plat of the real estate recorded in the office of the Recorder in Hancock County, Indiana;

(b) The design of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, would, in the opinion of the committee, be contrary to the interests, welfare or rights of any other owner.

(iii) Rules and Regulations. The committee may, from time to time, make, amend and modify such additional rules and regulations as it may deem necessary or desirable to guide owners as to the requirements of the committee for the

submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in these By-Laws and the subdivision plat of the real estate recorded in the office of the Recorder of Hancock County, Indiana, as long as the same are not inconsistent with said documents. Initial rules and regulations shall be attached hereto as Exhibit "A".

SECTION 6.03. Duties of Committee. The committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

SECTION 6.04. Liability of Committee. Neither the committee, developer, and the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

SECTION 6.05. Inspection. The committee may inspect work being performed to assure compliance with this declaration and the materials submitted to it pursuant to this Article VI.

SECTION 6.06. Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provision of the covenants of the subdivision plat, requiring the approval of the Committee, the Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction or installation by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the real estate or the installation or removal of any trees, shrubs or other landscaping on the real estate.

ARTICLE VII AMENDMENT TO BY-LAWS

SECTION 7.01. These By-Laws may be amended by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners voting in person or by proxy at a duly constituted meeting called for such purpose, or at an Annual Meeting.

ARTICLE VIII NOTICES

SECTION 8.01. Notice to Mortgages. Any Lot Owner who places a first mortgage lien upon his lot may notify the

Secretary or the Association or the Managing Agent and provide the name and address of the Mortgagee, or the Mortgagee may do so, with a statement as to whether notices are to be sent to the Mortgagee. A record of such Mortgagee and its name and address shall be maintained by the Secretary or the managing Agent and any notice required to be given to the Mortgagee pursuant to the terms of these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided, or as to which the Association is later notified in writing. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary or the Managing Agent, either by the owner or the Mortgagee, no notice to the Mortgagee as may otherwise be required by these By-Laws shall be required.

SECTION 8.02. Notice to Lot Owners. Each Lot Owner shall have the duty to notify the Association of his address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any Lot Owner, to any other address or to whom the Association has no address.

ARTICLE IX DEFINITIONS

SECTION 9.01. All terms used herein shall have the same meaning as defined in the covenants in the Detailed Unit Development Plan and Subdivision Plats filed as Instrument No. _____ in the office of the Recorder of Hancock County, Indiana. A "Director" as used herein is any member of the Board of Directors, and the term "Board" refers to the Board of Directors. The term "Annual Budget" shall mean the Budget adopted, or in context proposed for adoption, pursuant to Article V of these ByLaws. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender as the case may be and the singular shall where applicable include the plural. The term "Member" means a Lot Owner in his capacity as a member of the Association, and sometimes the term Lot Owner is used to describe such person in his capacity as a member of the Association. The term "Developer" means Gemini Development Corporation and its successors and assigns who succeed as the Developer of St. James Manor or any part thereof but shall not include persons who merely build homes on any of the Lots. The term "Subdivision" means the St. James Manor Subdivision.

Board of Directors:

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SAINT JAMES MANOR COVENANTS

The undersigned, Gemini Development Corporation ("Developer"), owner and developer of said real estate shown and described herein, does hereby lay off plat and subdivide said real estate, in accordance with the within plat.

This subdivision shall be known and designated as "SAINT JAMES MANOR", an addition to the City of Greenfield and shall be subject to the following restrictions which shall operate as perpetual covenants.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purposed of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U. E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Greenfield Board of Public Works & Safety. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have

been permitted by the Greenfield Board of Public Works & Safety.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Greenfield Board of Public Works & Safety will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.
4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
5. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots.
6. No building shall be located nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.
7. The parking of any type or kind of vehicle shall not be permissible upon the street, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.
8. Common areas as shown on the plat are reserved for the common use and enjoyment of the lots in this addition. All land and the lake depicted upon the plat, which is not a numbered lot or otherwise specifically designated, is hereby declared a designated common area, and lake and any

improvements placed in the common areas including but not limited to tennis courts, entrances, parking areas, walking trails, and boat docks shall be maintained by the Homeowners Association pursuant to the By-laws. All operations of boats and any activity upon the lake or any common area shall be governed by the By-laws of the Homeowners Association. The limited access road and Block B shall be maintained by and restricted in use to only the owner of Lot 36.

9. The streets as shown hereon with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.
10. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1800 square feet of ground floor living area for a one-story structure or 1000 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2000 square feet total living area and each dwelling shall have a two or three car attached garage.
11. No residence, building, fence, walls, structures, pier, dock, boathouse, beach or other improvements shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Architectural Control Committee. The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee. The Architectural Control Committee shall initially be the Developer.
12. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.

13. All residential construction on any lot must ^{begin} ~~be completed~~ within eight (8) months after the purchasing date of said lot from the Developer, ~~including final grading.~~
14. All structures on any lot in the plat shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.
15. All houses and garages shall be provided with hard surfaced driveways, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for the use not later than the fifteen (15) days after initial occupancy of such house.
16. No roof shall be installed having a roof pitch of less than 6/12, unless a lesser pitch is specifically approved by the Architectural Control Committee.
17. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, piers, beaches, fences, walls, driveways and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, specifications and plot plans (hereinafter referred to as plans) showing the location thereof and of all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. Two (2) complete set of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers).
18. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such

construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Further, said builder shall not cause any materials or debris to be placed in the Lake at any time during the construction period. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.

19. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Greenfield and the Indiana Department of Environmental Management.
20. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
21. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot.
22. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.
23. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.
24. In-ground swimming pools shall be placed behind the residence. Above ground pools shall not be allowed.
25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.
26. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of dark vinyl coating type. All fencing must be maintained in good condition.

27. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.
28. Each lot owner by virtue of the purchase of a lot is a member of the Saint James Manor Homeowners Association and shall be bound by the terms outlined in the said Homeowners Association By-Laws.
29. All homes in the subdivision shall be built by custom builders approved by the Developer. No modular or concrete homes will be permitted in this subdivision.
30. All water systems in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
31. No fuel storage tanks in this subdivision shall be permitted.
32. No outbuilding shall be permitted on any lot in this subdivision. All storage areas shall be incorporated within the plan for the residential structure being constructed on the lot.
33. Except to make it accessible for trash collection days, trash or refuse shall be stored in a location other than in front of the residence.
34. The Owner of Lot Number 36 shall not be bound by covenants 3, 4, 10, 11, 15, 16, 17 and 32.
35. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or

restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Gemini Development Corporation,
Inc.,

By: _____,
President

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

I, _____, a notary in and for said
County and State hereby certify that _____, personally
shown to me to be the same persons whose names are subscribed to
the above certificate as their own free and voluntary act and
deed for the purpose therein set forth.

Given under my hand and notarial seal this ____ day of
_____, 199__.

Notary

My Commission Expires _____.
County of Residence _____.

The area labeled and shown on the plat as "LAKE EASEMENT" is hereby created as a Lake Easement granted to the owners of the lots herein, their successors and assigns. The lake easement shall specifically be used as outlined in the Saint James Manor Homeowners Association By-Laws, however, it is intended that the owners of the lots on which the lake easement is shown shall be permitted to construct piers, docks and beaches within the lake easement on their respective lot so long as the construction is not inconsistent with this plat or the By-Laws of said homeowners association. Furthermore, the owners of the lots which do not have a lake easement shall not be entitled to the use of any pier, docks, beach land, or other construction within said lake easement. The lot owners of the lots subject to the lake easement shall take their title to said lots subject to the lake easement rights and the rights of other lot owners.

BY-LAWS
OF
SAINT JAMES MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - MEMBERS

Section 1 - Application. The members of this corporation are those persons having membership rights in accordance with the provisions of these By-Laws and who have been accepted on application to the Board of Directors in accordance with their resolutions.

Section 2 - Classes. The corporation shall have two (2) classes of members: Voting members and Nonvoting members.

(a) Voting Members. Voting members are entitled to vote in the election of the members of the Board of Directors. The number of voting members shall be two (2) or more. The initial voting members are: James D. Sweet, Theresa J. Sweet, and Jon Smith. Subsequent appointments to the status of voting members shall be made by a majority of the Board of Directors.

(b) Nonvoting Members. Those individuals who have signed the membership list as nonvoting members are nonvoting members of the corporation. Nonvoting members are not entitled to vote in the election of the members of the Board of Directors. Participation in the activities of the corporation does not entitle one to membership in the corporation.

Section 3 - Certificate. Upon admittance to membership, the corporation will issue a certificate of membership to each person evidencing membership in this corporation.

Section 4 - Qualifications. To qualify for and be admitted to membership in this corporation, a candidate must have signed the membership role of the corporation.

Section 5 - Dues. The annual dues payable to the corporation by the members is the amount determined from time to time by resolution of the Board of Directors. The first annual dues must be submitted with the application for membership. Thereafter, annual dues are payable in advance on the dates as set by resolutions by the Board of Directors. Dues may be prorated or allowed to be paid in periodic installments as may be determined by the resolution of the Board of Directors. The corporation may also charge members of the community for the services received to the extent that the recipient of such services is financially able to pay.

ARTICLE II - MEETINGS OF MEMBERS

Section 1 - Place of Meetings. Meetings of the Members of the corporation shall be held at such place, either within or without the State of Indiana, as shall be specified in the respective calls, notices or waivers of notice thereof.

Section 2 - Annual Meetings. The annual meeting of Members of the corporation shall be held at the corporate headquarters each year as may be established by the Board of Directors. However, the Board of Directors may, by resolution, postpone such meeting from time to time.

Section 3 - Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by written petition signed by not less than two (2) Members of the Board of Directors.

Section 4 - Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members and, in case of special meetings or when otherwise required by law, the purpose for which the meeting is called shall be delivered or mailed by the secretary of the corporation or by the officer or persons calling the meeting to each Member of record entitled by the Articles of Incorporation to vote at such meeting, at such address as appears upon the records of the corporation and at least ten (10) days before the date of such meeting.

Section 5 - Waiver of Notice. Notice of any meeting may be waived in writing by any Member if the waiver sets forth in reasonable detail the time and place of the meeting and the purpose or purposes thereof. Attendance at any meeting in person shall constitute a waiver of notice of such meeting.

Section 6 - Voting Rights. Each Member of the corporation shall have such voting rights as are specified in the Articles of Incorporation of the corporation.

Section 7 - Voting in Person. A Member entitled to vote at any meeting of Members shall vote in person, by proxy or by any other writing.

Section 8 - Rules of Order. Meetings of the Members shall be governed by the rules contained in Roberts' Rule of Order, in all cases in which such rules are applicable and in which they are not inconsistent with the Articles of Incorporation, this Code of By-Laws or any special rules of order adopted by the Board of Directors.

ARTICLE III - OFFICERS

Section 1. The officers of the corporation shall be the President, Vice-President, Secretary and the Treasurer.

Section 2. The officers shall serve terms of one (1) year and shall be elected by the Board of Directors.

Section 3. Each term of office shall begin at the close of the Annual Meeting following the election of the respective officer and shall continue for the term provided until the date for the beginning of the term of the successor for the respective office.

Section 4. The election of the officers shall be by ballot and shall be held each year at a date, place and time to be designated by the Board of Directors.

Section 5. Any individual can hold more than one office except one cannot hold the positions of President and Secretary concurrently.

Section 6. The corporation may establish and maintain vice-presidents and assistants to the above named officers as may be deemed necessary for the orderly transactions of the corporation.

ARTICLE IV - DUTIES OF OFFICERS

Section 1 - President. The President shall serve as the executive officer of the corporation. The President shall preside at all meetings of the corporation, shall serve as Chairman of the Board of Directors and the Executive Committee. The President shall supervise the administration of the affairs of the corporation and perform such other duties as may be assigned to him by the Board of Directors or the Executive Committee.

Section 2 - Secretary. The Secretary shall keep a record of all proceedings of meetings of the corporation, the Board of Directors and the Executive Committee. The Secretary shall maintain a roster of the membership, and shall issue notices of all meetings. The Secretary shall perform such other duties as may be assigned by the Board of Directors or the Executive Committee.

Section 3 - Treasurer. The Treasurer shall supervise the collections, disbursement and handling of all funds of the corporation and shall supervise the maintenance of accurate and current financial records. The Treasurer shall be responsible for preparing an annual budget and shall assist in the maintenance of a current roster of members.

ARTICLE V - BOARD OF DIRECTORS

Section 1. There shall be a Board of Directors consisting of at least three (3) but not more than nine (9) persons elected by the voting members of the corporation. The number of Directors shall be set by the Board of Directors from time to time.

Section 2. The Board of Directors shall have general management of the affairs of the corporation and shall determine the corporation policy.

Section 3 - Terms of Membership. Each member shall hold office until death, resignation or removal by a majority vote of the Board of Directors. Directors may be removed with or without cause. Upon the removal of a Director, the President shall appoint a new Director with the approval of a majority of existing Directors, until the next election.

Section 4. The Board of Directors shall nominate and elect the officers of the corporation.

Section 5. Each member of the Board of Directors shall be entitled to one vote at each meeting. Two members shall constitute a quorum. In order for a resolution to be passed, it must have been approved by fifty percent (50%) of the Directors present at the meeting.

Section 6. Any Director may be removed, either with or without cause, at any time by an affirmative vote of the Members entitled to vote of at least two-thirds (2/3) majority of the votes cast, at a special meeting of the voting Members called for that purpose.

Section 7 - Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting of, prior to such action, a written consent to such action is signed by all members of the Board and such consent is filed with the minute proceedings of the Board.

ARTICLE VI

Section 1. There shall be an Executive Committee composed of three (3) members of the Board of Directors, which shall be elected by the Board of Directors. The President shall serve as one of the members of the Executive Committee.

Section 2. The Executive Committee shall supervise the affairs of the corporation between meetings of the Board of Directors, take such action as may be appropriate to make effective policies of the Board of Directors and the corporation, and to perform such other duties as delegated to it by the Board of Directors.

ARTICLE VII - COMMITTEES

The Executive Committee shall, if deemed necessary, be authorized to establish other committees within the corporation to assist the growth and functions of the corporation.

ARTICLE VIII
DISTRIBUTIONS OF CONTRIBUTIONS
AND MEMBERSHIP FEES AND
INVESTMENT INCOME

Section 1. The corporation shall expend or distribute, in furtherance of its purposes, all of the contributions and membership fees received in any given year no later than the tenth (10th) anniversary after the last day of such given year.

Section 2. The corporation shall expend or distribute, in furtherance of its purposes, all of the investment income generated by the corporation for any given year no later than the first (1st) anniversary after the last day of such given year.

ARTICLE IX

This code of By-Laws may be amended at any stated meeting of the corporation by a vote of two-thirds (2/3) of the members of the Board of Directors present: provided that ten (10) days notice in writing of the proposed amendment be given to the Directors.

The undersigned Incorporators certify that they have adopted the foregoing By-Laws as the first By-Laws of the corporation, in accordance with the requirements of applicable law.

DATED: November 21, 1992

James D. Sweet, Incorporator

