



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

**[www.move2indy.com](http://www.move2indy.com)**

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.**

# Woods & Meadows Homeowners Association, Inc.

## *Property Improvement Request Application*

Please use this application for approval when you may be planning any architectural changes to your existing home and property. The application and any attachments enables the Architectural Control Committee (ACC) to serve you better by having a clear understanding of your proposed changes.

*Below is a sample of changes needing approval:*

- Additions to your Home
- Painting (if the color will change)
- New Fencing
- Replacing the roof
- New Deck
- Adding a Swimming Pool
- Satellite Dishes
- Play Equipment higher than six feet
- Placing an Out Building/Storage Shed on your property

The ACC is a committee of volunteer members (Woods & Meadows residents) who are appointed by the Association Board of Directors and is charged with the architectural review function of the Association.

The ACC must approve any and all improvements made upon the external structure and/or property as described in Paragraph 2 of the Declaration of Covenants and Restrictions of Woods & Meadows. Applications submitted after a project is started are not valid and could result in removal and restoration at the owner's expense as well as applicable fines.

The following information, if applicable, must accompany your application:

*Note: May provide samples after selection but before application.*

- Plan, sketch, photo, catalog illustrations, etc.
- Construction Specifications
- Square Footage
- Masonry sample
- Shingle sample
- Exterior color sample
- Estimated start and completion date
- Landscaping Plan

## Architectural Control Committee Review Procedure

The ACC meets on an as needed basis. Please allow fourteen (14) days for the process.

Whether your application is approved or denied, you will receive notification either by phone or written notification by mail shortly after the meeting.

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If you disagree with a decision of the ACC, that decision may be appealed to the Association Board of Directors by written request to the Board. Resolution in a timely manner is the goal of the ACC, and such an appeal should be made to the Board for review at their next meeting following the ACC decision. No work may be done on a project during the appeal process.

Decisions made by the ACC in reviewing applications are not based on personal opinion or taste. Judgement of acceptable design is based on the following criteria, which represent in more specific terms the general standards of the Declaration of Covenants and Restrictions of Woods & Meadows:

*Conformance with Covenants:* All applications are reviewed to ensure that the proposed work is in conformance with the Declaration of Covenants and Restrictions of Woods & Meadows and Architectural Controls.

*Design Compatibility:* The proposed improvement must be compatible with the architectural characteristics of the adjoining houses and the neighborhood setting. Compatibility is defined in terms of architectural style, use of materials, colors and construction details.

*Workmanship:* The quality of work must be equal to or better than that of the surrounding area.

**WARNING: IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO DETERMINE IF GOVERNMENT BODY (MARION COUNTY, ETC.) APPROVAL IS REQUIRED. APPROVAL BY THE APPROPRIATE GOVERNMENT BODY DOES NOT RELIEVE THE PROPERTY OWNER OF RESPONSIBILITY TO OBTAIN ACC APPROVAL NOR DOES ACC APPROVAL RELIEVE THE PROPERTY OWNER OF RESPONSIBILITY TO OBTAIN GOVERNMENT BODY APPROVAL.**



**ACKNOWLEDGEMENT OF APPLICANT:**

1. I understand that all proposed construction must meet city, state and local codes. My signature indicates that these standards are met to the best of my knowledge. I understand that applications for all required building permit(s) are my responsibility.
2. I understand that starting any work prior to Architectural Control Committee approval ~~is not allowed and that if alteration or construction is done and this application is not~~ approved, I may be required to return the property to its former condition at my own expense and that I may be required to pay any legal expenses incurred by myself and/or by the Woods & Meadows Homeowners Association, Inc.
3. I understand that any approval is contingent upon construction being completed in a workmanlike manner.
4. I understand that members of the Architectural Control Committee are permitted to make a routine inspection.
5. I understand that the Architectural Control Committee will return a copy of this application to me after review.
6. I understand that there are architectural requirements covered by the Declaration of Covenants and Restrictions of Woods & Meadows and a review board process as established by the Board of Directors.
7. I understand that any variation from the original application must be resubmitted for approval.
8. I have read and acknowledge the Architectural Guidelines within the Declaration of Covenants and Restrictions of Woods & Meadows, and have signed this form which governs the procedure for undertaking any addition or alteration to my property.

Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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FOR ACC USE ONLY: \_\_\_\_\_ Date Received: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

ACC Representative: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

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# Woods & Meadows Homeowners Association, Inc.

## *Architectural Standards*

The Board of Directors and the Architectural Control Committee (ACC) have been working together to clarify and expand the Architectural Guidelines as defined in the ~~Declaration of Covenants and Restrictions of Woods & Meadows. As it is not possible to~~ cover every item, these standards define the principal factors considered in your design such as quality of construction, materials, colors, etc.

### Exterior Construction

The finished construction is always a consideration of the ACC. Exterior of every building constructed on any lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material. Vinyl siding may be allowed as an exception but must have special approval and will only be considered for small areas such as chimneys, small dormers, etc.

### Roof Pitch

In order to keep with the standards of the homes in Woods & Meadows all dwellings shall have a roof with a minimum of 8/12 pitch.

### Drainage

It shall be the individual responsibility of each lot owner to maintain the drainage across his own lot. Under no circumstances shall the drainage easement be blocked in any manner by the construction or reconstruction of improvement, nor shall any grading restrict, in any manner, the water flow. Obstructing or retarding the flow of drainage is prohibited. Construction or alteration of lots, which may change existing drainage patterns onto adjacent lots, is prohibited.

### Trash, Building Materials

No lot in Woods & Meadows shall be used or maintained as a dumping ground for trash or rubbish. A Dumpster shall be maintained on-site during the construction of any home. Lumber, used building materials or litter of any kind may not be stored on any lot in Woods & Meadows. Excess material and debris must be removed immediately after completion of any construction project that has been approved by the ACC.

### Street Cleaning

All lot owners have the obligation to clean and maintain their respective lots, the street or any area from the debris, mud or materials that may be generated from construction of a home located on their respective lot.

11

7595 mailbox post

Mail Box, Newspaper Holder & Post

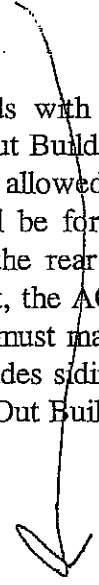
The Architectural Guidelines state that "All mailboxes installed at the street to service lots in Woods & Meadows shall be uniform and shall be of a type, color and manufacture approved by the Developer." This mailbox assembly can be purchased and installed by Address Art at 254-1508 and J. Carmody, Inc. at 923-6900.

Yard Lamp Post

A Yard Lamp Post is a request of Woods & Meadows and should be provided by the owner/builder. The Woods & Meadows Homeowners Association (WMHA) Board of Directors asks that everyone comply with this request. The Hanover #9935, a standard post with photo-eye, may be purchased from the Indiana Lighting Center (293-9333) at a special price to Woods & Meadows lot owners.

Out Buildings

An Out Building will be considered only if it blends with the house and maintains continuity of materials and color with the house. All Out Buildings must follow the same ACC approval process. Metal sheds or buildings are not allowed. An Out Building shall be defined as any structure whose primary purpose shall be for storage of equipment or materials. An Out Building may be located only in the rear or side yard. If the Out Building creates an adverse visual affect from the street, the ACC may require fencing or trees to screen the Out Building. Materials and colors must match or be compatible with the house to which the Out Building is near. This includes siding, roofing, paint or stain, and construction details such as trim and pitch of roof. Out Buildings may not exceed nine (9) feet in height and 150 square feet.



17494

ordered on 8/26/00 to be delivered on 8/28/00 gave lot # address pd. by visa

**ARTICLES OF INCORPORATION  
OF  
WOODS & MEADOWS HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation" or "Association") pursuant to the provisions of the Indiana Nonprofit Corporations Act of 1991, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

**ARTICLE I**

**NAME**

**WOODS & MEADOWS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE II**

**Adoption**

These Articles of Incorporation creating Woods & Meadows Homeowners Association, Inc., and the Code of By-laws corresponding thereto are adopted in accordance with paragraph 18 of the Declaration of Covenants and Restrictions of Woods & Meadows (hereafter such Declaration together with all supplements thereto shall be collectively referred to as the "Declaration"). The Declaration is recorded in the Office of the Recorder as Instrument No. 1995-0139906 under the date of November 2, 1995, and the Declaration and all Supplements thereto 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 Articles and the Code of By-laws.

**ARTICLE III**

**PURPOSES AND POWERS**

**Section 2.1 Purposes.** The purposes for which the Corporation is formed are exclusively charitable and educational. The specific and primary purposes are to provide for the maintenance, repair, upkeep, replacement, administration, operation and management of the Common Maintenance Area and to pay any other necessary expense and costs in connection with the Common Maintenance Area and to perform such other functions as may be designated to it and to:

- (a) have and exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Declaration or By-laws, as the same may be amended from time to time;
- (b) establish, levy, collect and enforce payment by any lawful means of any charges or assessments made against Members or others pursuant to the terms of the Declaration; to pay all expenses in connection with such collection and all office and other expenses incident to the conduct of the business of the Corporation including any license fees, taxes or other governmental charges levied or imposed against the Corporation;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (d) borrow money and, with the consent of two-thirds (2/3) of the Members, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;
- (e) have and exercise any and all rights, powers, and privileges conferred on corporations formed under the Act, provided, however, that the Corporation shall not, except to an insubstantial degree, engage

in any activities or exercise any powers that are not in furtherance of the specific and primary purposes of the Corporation.

Section 2.2 Public Benefit Corporation. This is a public benefit corporation as defined by the Act.

**ARTICLE IV**

**PERIOD OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

**ARTICLE V**

**REGISTERED AGENT AND REGISTERED OFFICE**

- A. The name and address of the Resident Agent in charge of the Corporation's principal office is Robert J. Boehm, 4627 Goldenrain Court, Indianapolis, Indiana, 46237.
- B. The post office address of the principle office of the Corporation is 4627 Goldenrain Court, Indianapolis, Indiana, 46237.

**ARTICLE VI**

**MEMBERSHIP**

Every person or entity who is a record owner of a fee interest in any Lot that is subject to the Declaration, including contract sellers, shall be a member of the Association. However, the foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association.

**ARTICLE VII**

**VOTING RIGHTS**

All members of the Association, as defined under Article VI, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE VIII**

**INCORPORATOR**

The name and address of the Incorporator is as Follows:

| <u>Name</u>     | <u>Number and Street or Building</u> | <u>City, State, Zip Code</u> |
|-----------------|--------------------------------------|------------------------------|
| Robert J. Boehm | 4627 Goldenrain Court                | Indianapolis, IN 46237       |

**ARTICLE IX**

**BOARD OF DIRECTORS**

The manner in which Directors shall be chosen and removed from office, their qualifications, powers, duties, tenure of office, the manner of calling and holding meetings of the Board of Directors, shall be set forth in the By-laws.

**ARTICLE X**

**DISTRIBUTION OF ASSETS ON DISSOLUTION OR FINAL LIQUIDATION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all members.

The property of the Corporation is irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a non-profit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**ARTICLE XI**

**AMENDMENTS**

Amendments of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Indiana, we, the undersigned, constituting the incorporators of the Association, have executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 1999, and we hereby verify, subject to penalties of perjury, that the facts contained herein are true.

\_\_\_\_\_  
Robert J. Boehm

## **WOODS & MEADOWS HOMEOWNERS ASSOCIATION**

**Welcome to the neighborhood! We hope you will enjoy living in Woods & Meadows.**

**We have been working hard to get our Homeowner's Association up and running and work out any wrinkles in the process. It has been challenging and time consuming but in the long run, the results will be advantageous to all.**

**Enclosed you will find a copy of all the recorded documents for Woods & Meadows Subdivision. The most important ones to read and heed are The Declaration of Covenants and Restrictions and The Architectural Applications. It is our intent to follow these guidelines and enforce them. This is the main purpose of having an association in place, to help protect your investment.**

**Please refer to these documents or call one of the Board of Directors if you are planning to make any changes or additions to the outside of your home or its surrounding property.**

**It is the Board's intent to keep you up to date on meetings, events and social gatherings. We have several methods of doing this. A quarterly newsletter is delivered to your home, we've set up a website at <http://wmha.tripod.com>, and an email address at [woods\\_meadows@zudoramail.com](mailto:woods_meadows@zudoramail.com). You may call and speak to any of the elected Board members with questions or comments.**

**The board meets the second Sunday of each month at 4pm and there is a general meeting in January to discuss and vote on the new years budget.**

### **Current Board Directors:**

**Casey Strange - Pres.  
4840 Goldenrain Ct. E  
788-6814**

**Bob Boehm - Vice-Pres.  
4627 Goldenrain Ct. W  
227-1023**

**J.T. Wubbolding - Treas.  
5849 Red Maple Dr.  
786-7201**

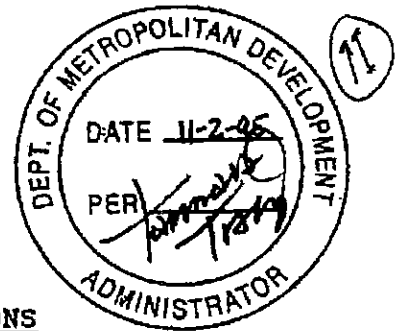
**Gayle Houchin - Sec.  
4825 Goldenrain Ct. E.  
784-9599**

**Mark Beretta - Architectural Control Committee  
5922 Red Maple Dr.  
788-3007**

JOHN R. VON ARX  
MARION COUNTY AUDITOR

120405 NOV-2 1995

RECEIVED FOR REGISTRATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



DECLARATION OF COVENANTS AND RESTRICTIONS  
OF WOODS & MEADOWS

The undersigned, Timber Grove, Inc., Ronald Frazee and Dale Ankrom of Marion County, in the State of Indiana, being owners of record of all the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. For the purpose of (i) establishing minimum standards pertaining to the development, use and maintenance of the within described real estate and (ii) insuring the stability of land and improvement values in WOODS & MEADOWS, said owners declare that standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to, and run with the within described real estate and shall insure to the benefit of, and be a charge upon, the owners and occupants of such real estate.

The within plat shall be known and designed as WOODS & MEADOWS a subdivision in Perry Township, Marion County, in the State of Indiana.

The following standards, covenants and restrictions are established for WOODS & MEADOWS:

1. Land Use. Lots may be used only for residential purposes and only one (1) single family dwelling and a private garage may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby no greater number of houses in Timber Grove than the number of original lots shown on the plat. No structure of any kind shall be used for the purpose of carrying on a business, trade, or profession, nor shall anything be done there on which shall be or become a nuisance to the neighborhood.

2. Building Control. Prior to construction of any plans, site storm drainage and grading plan, specifications, plan for landscaping, and any other data or information which may be requested, must be submitted to the Architectural Committee and be delivered to the person or persons requesting such approval.

The Architectural Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures and review the project and lot drainage plan as specified in the approved final construction plans for Timber Grove.

No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon.

In the event the Architectural Committee does not indicate in writing its review within a period of fifteen (15) days after submission of all requested data, the Architectural Committee is deemed to have approved such plans.

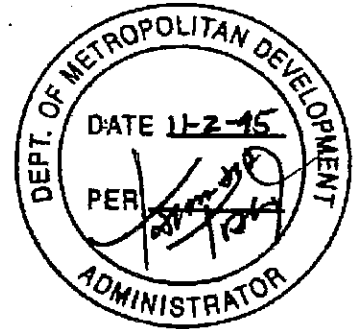
3. Building Location and Grade Line Elevation. No building may be erected between the building line shown on the plat and the front lot line; and no structure or part hereof may be built or erected nearer than five (5) feet to any side yard line or nearer than twenty percent (20%) of the lot width. A minimum grade line elevation shown on the plat, is hereby established for each lot and no grade line can be constructed lower than said minimum without the consent of the Architectural Committee and the applicable government authority. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

4. Easements for Drainage, Sewage, Utilities and Access. Lots are subject to drainage easements, sewer easements and utility easement, either separately or in combination of three (3) as shown on the Plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

(A) Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstances shall the easement be blocked in any manner by the construction or reconstruction of improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of all owners of all lots in WOODS & MEADOWS.

(B) Sewer easements (SE) are created for the use of the appropriate authority providing either storm or sanitary waste disposal systems to serve Timber Grove and the adjacent area for the purpose of installation and maintenance of sewers that are a part of said system.

(C) Utility easements (UE) are created for the use of all public utility companies, not including transportation companies, for installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned herein are for the mutual use and benefit of all lots in WOODS & MEADOWS.



ARCHITECTURAL GUIDELINES  
WOODS & MEADOWS

Any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Architectural Committee before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structures shall be compatible with the existing structure.

1. Fences, Walls, and Screening. It is the goal of the Developer to keep all fencing or screening harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstructions of view or other amenities from adjoining properties will be taken into consideration by the Developer when reviewing fences for approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure.

Fences may be privately installed but they must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer after the completion in order to insure that the final product is of a professional quality and a final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens will be submitted to the Architectural Committee for approval.

A. Height Restriction. The Developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by proliferation of fences of excessive height.

The Architectural Committee, therefore, may approve near perimeter fences up to five (5) feet in height which otherwise meet these guidelines. The Architectural Committee will give consideration, to a variance in this height limit where the rear line of the lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of six (6) foot fences around small patio areas of a backyard of a home in order to secure privacy for immediate patio area may be permitted. The specific fence height restrictions are as follows:

(1) Property fencing and walls above grade shall not ~~exceed five (5) feet above grade unless otherwise approved by the~~ Architectural Committee.

(2) The Architectural Committee will not ordinarily approve a proposed fence which exceeds five (5) feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.

**B. Materials and Finish**

(1) Wood fencing or screening will be allowed if the design is in the conformity with the architectural design of the community.

(2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material.

(3) All fencing or screening should preferably have finished materials on both sides. If only one (1) side has finished materials, that side must face the public side or adjoining property.

(4) Walls above grade should be constructed of natural stone masonry or attractive timber.

2. Size of Dwelling. The ground floor area of the main structure, shall not be less than 1800 square feet in the case of a one story structure. In the case of a multiple story structure a minimum of 2200 square feet total. The square footage of a residence as referred to on such plat shall not include porches, terraces, garages, or basements, for all lots except 1-9 and 70-77.

2a. Size of Dwelling. The ground floor area of the main structure, shall not be less than 1600 square feet in the case of a one story structure. In the case of a multiple story structure a minimum of 2000 square feet total. The square footage of a residence as referred to on such plat shall not include porches, terraces, garages, or basements. These restrictions apply for lots 1-9 and 70-77.

3. Garages and Driveways. Every house in the Real Estate must have at least a two (2) car attached garage or detached in unusual situations, and of the same architectural design and materials as the house. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron. All concrete.

4. Exterior Construction.

~~(A) The finished exterior of every building~~ constructed or placed on any lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material. Vinyl siding may be allowed as an exception to arrive at a particular design home, but must have special approval. Colors of all home improvements are, generally, to be subdued, earthen type tones or white and compatible with other structures in immediate area. Before application of material, all exterior, veneer and roof material will be submitted and approved. Minimum stone or brick veneer areas = 60% 1 story; 50% other.

(B) all chimneys must be approved by the Architectural Committee.

5. Garage Doors. Every effort possible will be made to put the garage door on the rear or end, or in case of an 'ell' plan, the inside of the ell will be acceptable. Any ell or front facing doors must have door design approval.

6. No heat pumps, air conditioning units or gas meters will be installed on front of house.

7. If storm doors or windows are installed they must be painted. No unfinished aluminum storm windows or doors will be allowed.

8. All gutters and down spouts other than copper, will be painted or be of prefinished aluminum.

9. All roof and fireplace flashing other than copper will be painted.

10. All metal roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to the rear of the house.

11. Plumbing. All plumbing vent stacks to be in rear of house. Sump pump lines shall be connected to the underground laterals or storm sewers as provided in the plat.

12. Street Cleaning. All lot owners have the obligation to clean and maintain their respective lots, the street or any area from the debris, mud or materials that may be generated from construction of a home located on their respective lot.

13. Mailboxes. All mailboxes installed at the street to service lots in WOODS & MEADOWS shall be uniform and shall be of a type, color and manufacture approved by the Developer. Such mailboxes shall be installed by the builder upon posts approved as to type, size, and location by the Developer.

14. Landscaping. To be furnished with house and completed before closing. A landscape plan must be submitted to and approved by the Architectural Committee prior to completion. Each home shall include a minimum of Seven Hundred- Fifty Dollars (\$750.00) worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with single family residence must be approved by the Architectural Committee prior to installation.

15. Swimming Pools. Only permanent in ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

16. Tennis Courts, Basketball Courts, or any Courts, etc. Tennis courts, basketball courts, paddle ball courts, or any courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties in WOODS & MEADOWS be screened by pines of at least six (6) feet in height. All lighting must be of baffled variety so as to minimize the effect on other properties in WOODS & MEADOWS.

17. Play Equipment. Children's play equipment such as sandboxes, swing and slide sets, temporary swimming pools having depth less than 24 inches, playhouses and tents shall not require approval by the Developer provided that such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Architectural Committee.

18. Solar Heating Systems. The Architectural Committee will carefully review solar heating plans to insure that their use and location have a minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable, however, the closed loop variety must be used.

19. Miscellaneous. All exterior lighting shall be directed in such a manner as to not create annoyance to adjacent

properties. Lot owners shall keep garage doors closed at all times except during the times actual use of the garage facility.

20. Liability. Neither the Developer, Architectural Committee nor any agency thereof, 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 hereto. Further, neither the Developer or Architectural Committee shall make, and shall not be deemed by virtue of any action of approval or disapproval taken by either to have made, any representation or warranty as to the suitability or advisability or the design, the engineering, the method of construction involved, or the materials to be used.

21. Inspection. The Architectural Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

#### GENERAL PROHIBITIONS

1. In General. No noxious or offensive activities shall be carried on any lot, nor shall anything be done on any said Lots that shall become or be unreasonable annoyance or nuisance to any Owner of another lot.

2. Vehicle Parking. No trucks larger than 3/4 ton, campers, trailers, recreational vehicles, boats, boat trailers, automobiles or similar vehicles shall be parked on any street or lot, unless the same shall be stored in an enclosed garage. Visitors' Automobiles may be parked from 7:00 a.m. to 11:00 p.m. No vehicle shall be stored on any street.

3. Exterior Antennas. Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any lot owner on the exterior of a house or on a lot. Satellite dishes greater than 24" diameter will not be permitted.

4. Garage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary. A Dumpster shall be maintained on-site during the construction of any home.

5. Animals. 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 that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

6. Storage Tanks. Any gas, propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of any caustic chemicals is prohibited.

7. Temporary Structure and Out Buildings. 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. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes of human habitation until it shall have been substantially completed. The determination of whether the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure and follow the approval process outlined previously.

8. Signs. No sign of any kind shall be displayed to the public view of any lot except that one sign per builder and one per Realtor of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent.

9. Prohibition of Used Structure. All structures constructed or placed on any lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any lot.

10. Building Completion. Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one year after the commencement of the building process. No improvements which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

11. Assessments. The Developer may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated action to enforce these covenants or the undertaking of the maintenance or other activity.

12. Lien for Assessment. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, becomes due in the manner herein provided. All such assessments, together with interest thereon and costs of collection against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date a percentage rate not greater than eighteen percent (18%) per annum to be established by the Developer. The Developer or any member thereof shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorney's fees, incurred by the Developer may accelerate payment and declare the entire balance of the said assessment due and payable in full. No owner may waive or otherwise escaped liability for the assessments provided for herein by abandonment of his lot or otherwise.

The lien of the assessments provided or herein shall be subordinate to the lien of any record first mortgage covering such lot and to any valid tax special assessment liened on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment in lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall, however, extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due from the lien thereof.

The Developer shall, upon demand at any time, furnish a certificate in writing that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificate shall be conclusive evidence of payment of assessment therein stated to have been paid. Any easement granted herein or any property shown on the Plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from assessments, charge and lien created herein.

13. Enforcement. The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Developer and the owners of the lots in WOODS & MEADOWS, their heirs and assigns, who are entitled to such relief without being required to show any damage of any kind to the Developer, and owner or

owners or such Commission by or through any such violation or attempted violation. There shall be no rights of reversion or forfeiture of title resulting from any violations.

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14. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgement or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

15. Non-Liability of Developer. Developer shall not have liability to a lot owner or to any other person or entity with respect to drainage on, over or under a lot. Such drainage shall be the responsibility of the owner of the lot upon which a residence is constructed and the builder of such residence; and any owner, by acceptance of a deed to a lot, shall be deemed to agree to indemnify and hold harmless the Developer from and against any and all liability arising from, related to, or in connection with drainage on, over and under the lot described in such deed.

16. General Provisions. This Declaration may be amended at any time by the owners of at least two thirds of the lots in WOODS & MEADOWS. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein, setting forth facts sufficient enough to indicate compliance with this paragraph, and recorded in the Marion County Records Office. As used herein, the term "lot" means a lot depicted on the Plat.

17. Deed of Dedication - WOODS & MEADOWS. A Deed of Dedication, in substantially the following form, shall appear on every final plat for a subdivision. The undersigned, Timber Grove Inc., of Marion County, in the State of Indiana, being the owners of record of all the within described real estate, do hereby lay off, plat and subdivide into lots such tracts in accordance with the within plat. This subdivision shall be known and designated as WOODS & MEADOWS, an addition to Marion County, Indiana. All streets and alleys shown and not heretofore dedicated to the public are hereby dedicated. Front and side yard building setback lines are hereby established as shown on this plat, between these lines and the property lines of the street, there shall be erected or maintained no building or structure. There are strips of ground shown on this plat and marked

"Easement" reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles

subject to the rights of the public utilities. The foregoing covenants or restrictions, are to run with the land and shall be ~~binding on all parties and all persons claiming under them until~~ Jan. 1, 1998, at which time said covenants, or restrictions, shall be automatically extended for a successive period of ten (10) years unless change by vote of a majority of the owners of the buildings covered by these covenants or restrictions, in whole or in part.

Timbergrove, Inc.

Ronald J. Frazee, Jr.  
Ronald J. Frazee, Sec./Treas.

Dale Ankrom  
Dale Ankrom, President

Subscribed and sworn to before me this 02 day of November 1995.

Ronda J. Kersay  
Signature: Notary Public  
Ronda J. Kersay  
My commission Expires: 6-15-97  
County of Residence: HELDRIKS

Prepared by: Timbergrove, Inc.

AMENDMENT TO COVENANTS AND RESTRICTIONS  
OF WOODS & MEADOWS

INSTRUMENT NO. 1995-0139906 RECORDED NOV. 2, 1995

This is a first step in establishing the Woods & Meadows Homeowners Association. The Declaration of Covenants and Restrictions of Woods & Meadows recorded on November 2, 1995 as Instrument No. 1995-0139906, in the Office of the Recorder of Marion County, Indiana, provide for the amendment of those covenants and restrictions per the following paragraph on the page numbered 8 and labeled 16:

" 16. General Provisions. This declaration may be amended at any time by the owners of at least two thirds of the lots in Woods & Meadows. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein, setting forth facts sufficient enough to indicate compliance with this paragraph, and recorded in the Marion County Records Office. As used herein, the term "lot" means a lot depicted on the Plat. "

Amendment to Declaration of Covenants and Restriction of Woods & Meadows

The following section is proposed to be added as paragraph/section 18 after paragraph 17 which begins on page 8 of the Declaration of Covenants and Restrictions of Woods & Meadows on file and recorded in the Office of the Recorder of Marion County as identified above:

18. Homeowners Association. The owners shall cause to be incorporated the Not-for-Profit Corporation, The Woods & Meadows Homeowners' Association, Inc. Each owner of a Lot which is subject to assessment shall, automatically be and become a member of the Corporation ("Member") and shall remain a Member until such time as his/her ownership of a Lot ceases, but membership shall terminate when such owner ceases to be an owner, and will be transferred to the new Owner of his/her Lot; provided, however, that any person who holds the interest of an owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he/she realizes upon his/her security, at which time he shall automatically be and become an Owner and a Member of the Corporation. A membership in the Association is appurtenant to and may not be separated from ownership of any Lot. A By-Law Committee made up of volunteer Lot Owners will develop a draft of Corporation By-Laws and present them to the other Lot Owners for their modification and approval. Acceptance and ratification of the By-Laws will be accomplished by positive vote of two thirds of the Lot Owners.

RECEIVED  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

184137 JUL 12 95

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

A 2/3rds majority vote by home owners/lot owners to amend the Covenants & Restrictions was attained on 5/26/99. Lot #'s indicate the votes:

1, 3, 6, 7, 12, 13, 14, 15, 16, 17, 18, 22, 23, ~~24~~, ~~25~~, 26, 27, 28, 29, 30, ~~31~~, 32, 33, 34, 35, 36, ~~37~~, 39, 40, 41, 42, 43, 44, 45, 47, 49, 50, 52, 53, 54, 55, 56, 57, ~~58~~, 60, 61, 62, 63, 66, 67, 68, 69, 70, 71, 73, and 75, 5, 74 woods + meadows subdivision

copies of signatures approving this amendment are on file w/ Developers + Home Owners Assoc. APPROVED THIS

7/11

11:04AM NAHDA MARTIN MARION CTY RECORDER  
# 1999-0132016

TIMBERGROVE, INC.

D. German

DRAFTSMAN

Ronald J. Frazee Sec

RONALD J. FRAZEE, SEC./TREAS.

DALE ANKROM PRES.

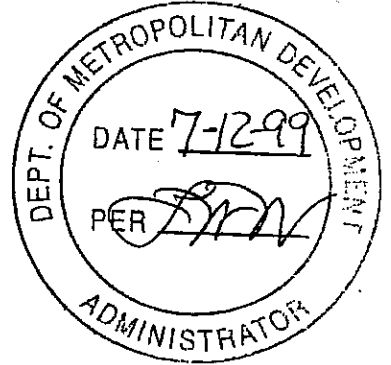
DALE ANKROM, PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29<sup>th</sup> DAY OF June 1999.

Ronald J. Frazee

SIGNATURE: NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-20-01  
COUNTY OF RESIDENCE: Hendricks



NHT 11.00 PAGES: 1

5

2 15

## 2<sup>nd</sup> Amendment to Declaration of Covenants and Restrictions of Woods and Meadows

Recorded on November 2, 1995 as Instrument No. 1995 - 0139906

The following are proposed additions and changes to the Declaration of Covenants and restrictions of Woods and Meadows. These changes makcup a 2<sup>nd</sup> Amendment to that document on file in the Marion County Recorders Office recorded as identified above.

The following paragraph/section 1 is to replace paragraph/section 1 on page number 7 labeled 5:

1. In General. Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean sanitary condition. No noxious or offensive activities shall be carried on any Lot, nor shall anything be done on any Lot that is or may become an unreasonable annoyance or nuisance to any other Owner in the Woods & Meadows subdivision.

If any Owner shall fail to maintain or keep his property or any part thereof in a good, clean and sanitary condition, exclusive of dwelling maintenance, the Association may perform any work necessary to do so and charge the Owner thereof for such costs, which costs shall be added to and become a part of the Owner's assessment, and such costs shall be immediately due, and shall be secured by a lien on the Owner's property.

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

Paragraph/section 11 on page 8 labeled 6 is to be deleted.

The following paragraph/section 12 is to replace paragraph/section 12 on page number 9 labeled 7:

12. Assessments. As more fully provided for in the By-laws of Wood & Meadows Homeowners Association, Inc., each Member is obligated to pay to the Association a regular assessment, and special assessment if one is levied. These assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after it became due, then the assessment shall bear interest from the date of delinquency at the rate not greater than eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his Lot.

The Association shall, upon written demand at any time, furnish a certificate in writing within a reasonable time stating that the assessments on a Lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificate shall be conclusive evidence of payment of assessments therein. If a dispute arises regarding the accuracy of the information contained in the certificate, then the burden of proving the inaccuracy falls upon the Owner challenging the certificate's accuracy.

The following is to be added as paragraph/section 19, 20, and 21 after the previously added paragraph/section 18:

19. Drainage Easements - Drainage Pond and Swale Areas. The Drainage Easement areas defined on the "Woods & Meadows" plat are designed for the storage and flow of rainwater runoff. The Drainage Pond and Swale areas in the drainage easements are established to retain rainwater within "Woods & Meadows" for a short period of time and allow for proper release of this water to the natural water ways as defined by City/County drainage ordinances. These areas

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

195951 OCT-4 89

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BY: [unclear] DATE: [unclear]  
RECEIVED AT: [unclear]  
OFFICE: [unclear]

are the private property of the respective Lot Owners on which they are located and are to be generally maintained by the Owners of those Lots.

In the case of the Drainage Pond, the Lot Owners of the Lots on which the Drainage Pond is located will work together to determine the proper ongoing maintenance of the pond and share equally in the cost of normal maintenance. A Pond Maintenance Committee made up of the Drainage Pond Lot owners will be established as an ongoing committee of the Homeowners Association

~~20. Architectural Committee. The Architectural Committee will be established by and under the control of the Homeowners Association once it is established.~~

21. All Owners, members, their tenants, guests, invitees and mortgages, and any other person using or occupying a Lot or any other part of the Woods & Meadows subdivision shall be subject to and shall observe and comply with the Declaration of Covenants and Restrictions and the By-laws of Woods & Meadows and the Woods and Meadows Homeowners Association, Inc., including any rules and regulations adopted by the Association as herein provided.

The Owner of any property (I) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, or (II) by the act of occupancy of the property or any residence thereon, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provision of the Declaration of Covenants and Restrictions and the By-laws of Woods & Meadows and Woods & Meadows Homeowners Association, Inc. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for himself, his heirs, personal representatives, successors and assigns, with the other Owners to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of the Declaration of Covenants and Restrictions and the By-laws of Woods & Meadows and Woods & Meadows Homeowners Association, Inc.

In the following sentences where the word "Developer" is used, the word "Developer" is replaced by the words "Developer and/or Homeowners Association":

- (1) On page number 2 labeled 2, the third sentence in paragraph/section 4. (A).
- (2) On page number 3 labeled 1, the first sentence in paragraph/section 1.
- (3) On page number 3 labeled 1, the first sentence in paragraph/section 1 (A).
- (4) On page number 7 labeled 5, the first sentence in paragraph/section 20.
- (5) On page number 9 labeled 7, the first sentence in paragraph/section 13.
- (6) On page number 10 labeled 8, the title and first sentence in paragraph/section 15.

In the following identified sentences where the word "Developer" is used, the word "Developer" is replaced by "Architectural Committee":

- (1) On page number 3 labeled 1, the seventh sentence in paragraph/section 1.
- (2) On page number 6 labeled 4, the first sentence in paragraph/section 17.

The following is to be added to paragraph/section 13 beginning on page number 9 labeled 7:

Failure to enforce any of these covenants and restrictions or any part thereof by the Homeowners Association or any body responsible to enforce these covenants and restrictions, shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

**RATIFICATION DOCUMENT**  
**FOR WOODS & MEADOWS**

INSTRUMENT NO. 1995-0139906 RECORDED NOV. 2, 1995

A TWO-THIRDS VOTE WAS REACHED BY THE HOMEOWNERS OF WOODS & MEADOWS SUBDIVISION ON 9/12/99 TO RATIFY THE PROPOSED 2<sup>ND</sup> AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, THE ARTICLES OF INCORPORATION, AND THE BY-LAWS.

THE LOT #'S LISTED BELOW REPRESENT THE 52 VOTES NEEDED TO RATIFY THE ABOVE DOCUMENTS:

2,3,5,6,7,13,15,16,17,18,19,19A,20,21,22,23,24,26,27,28,29,30,31,33,34,36,39,40,42,43,44,47,49,50,52,53,55,57,60,61,62,63,65,66,67,68,69,70,71,72,74,75

COPIES OF THESE SIGNATURES ARE ON FILE WITH TIMBERGROVE, INC. (DEVELOPERS) AND THE WOODS & MEADOWS HOMEOWNERS ASSOCIATION.

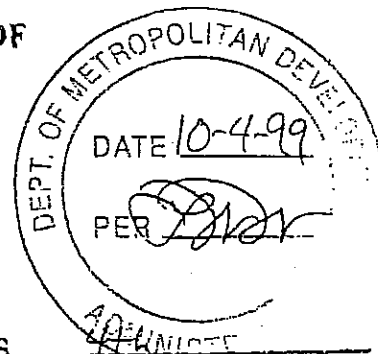
TIMBERGROVE, INC.

Ronald J. Frazee Sec  
RONALD J. FRAZEE, SEC./TREAS.

Dale Ankrom Pres.  
DALE ANKROM, PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23<sup>rd</sup> DAY OF Sept. 1999

Ronda J. Frazee  
Ronda J. Frazee  
SIGNATURE: NOTARY PUBLIC



MY COMMISSION EXPIRES: 7-20-01  
COUNTY OF RESIDENCE: HENDRICKS

APPROVED THIS 23<sup>rd</sup> DAY OF October 19 99  
PERRY TOWNSHIP ASSESSOR  
John R. George DRAFTSMAN

**BY-LAWS  
OF  
WOODS & MEADOWS HOMEOWNERS ASSOCIATION**

**ARTICLE I - NAME AND LOCATION**

The name of the Corporation is ~~WOODS & MEADOWS HOMEOWNERS ASSOCIATION, INC.~~, (hereafter referred to as the Association). The principle office of the Corporation shall be located at 4627 Goldenrain Court, Indianapolis, Indiana, 46237, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

**ARTICLE II - DEFINITIONS**

- Section 1. "Association" shall mean and refer to Woods & Meadows Homeowners Association, Inc., its successors and assigns.
- Section 2. "Board of Directors" shall mean the governing body of the Association elected by the members in accordance with the By-laws of the Association.
- Section 3. "By-laws" shall mean the By-laws of the Corporation and shall provide for all election of directors and officers and other governing officials of the Association.
- Section 4. "Woods & Meadows" shall mean and refer to certain real estate located in Perry Township, Marion County, Indiana, which is said real estate recorded as the final plat of Woods & Meadows described in the instrument number 1995-0139907 in the office of the Recorder of Marion County, Indiana, and modified as Woods 'n Meadows Section 2 Final Plat, A Replat of Lots 18,19,20 & 21 Woods 'n Meadows Section 1, described in the instrument number 96005584. in the office of the Recorder of Marion County, Indiana. ....
- Section 5. "Lot" shall mean any plot of ground designated as such upon the recorded final plat of Woods & Meadows, or upon the recorded final plat, if any, of any additional real estate or any part thereof and upon which one (1) Dwelling Unit is constructed, is to be constructed or has existed. When Lot is used, it shall be deemed to include the Dwelling Unit, if any, located thereon.
- Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is part of Woods & Meadows, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and/or Articles of Incorporation.
- Section 8. "Common Maintenance Area" shall mean the entrance area at the intersection of Red Maple Drive and Edgewood Avenue, ~~the undeveloped street area between Lots 42 and 43 (until developed), and/or any other area~~ of the Woods & Meadows development so designated by the Board of Directors and approved by two-thirds (2/3) vote of all the members.
- Section 9. "Dwelling Unit" shall mean one of the living units located upon a lot.
- Section 10. "Mortgagee" shall mean the holder of a first mortgage lien on a Lot.

Section 11 "Common Expense" shall mean all administrative expenses incurred by the Association, all expenses for the upkeep, maintenance, repair, and/or replacement of the Common Maintenance Areas, and all other expenses incurred by the Association in performing its duties and obligations as set forth in the Wood & Meadows Declaration of Covenants and Restrictions and the By-laws.

### ARTICLE III – MEETING OF MEMBERS

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- Section 1. "Annual Meeting." The annual meeting of the Association shall be held within the first 21 days of January each calendar year, at seven (7) o'clock p.m. At the annual meeting, the members of the Association shall elect the Board of Directors of the Association in accordance with the provisions of these By-laws and transact such other business as may properly come before the meeting.
- Section 2. "Special Meetings." Special meetings of the members may be called at any time by the President, Board of Directors or upon written request of 25% of the members who are entitled to vote.
- Section 3. "Notice of Meetings." Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. "Voting." Members shall be entitled to one (1) vote for each lot owned. When more than one person holds any interest in any such lot, all such persons shall be members. The vote for such lot shall be exercised per the terms of Article III, Section 6 and as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
- Section 5. "Quorum." The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of these By-laws, or Declaration of Covenants and Restrictions. If however, such a quorum shall not be present and represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.
- Section 6. "Multiple Owners." Where the owner of a lot is a more than one person or a partnership, those persons constituting such ownership, or the partners constituting the ownership partnership or a lot owned by more than one person or by a partnership, shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners the voting representative for such lot, which shall remain in effect until such time as the appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to Section 8 of this Article, which shall not constitute a permanent relinquishment of his right to act as a voting representative of a lot with multiple ownership as defined by this section.
- Section 7. "Voting by Corporation or Trust." Where a corporation or trust is an owner of a lot or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such

corporation shall cast the vote to which the corporation is entitled. The above provisions of Section 6, shall not apply to "Joint Title" held by husband and wife or to other generally recognized or accepted "Family" units however, only one vote per lot may be exercised.

Section 8. "Proxies." At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the Secretary. Every Proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### **ARTICLE IV – ASSOCIATION**

Section 1. "Professional Management." No contract or agreement for professional management of the Association, nor any contract between the Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, or written notice of ninety (90) days or less.

Section 2. "Responsibilities of the Association." The responsibilities of the Association include, but shall not be limited to:

- (a) Maintenance of the Common Maintenance Areas including any and all improvements thereon in good repair as the Association deems necessary and appropriate.
- (b) Installation and replacement of any and all improvements, signs, lawn, foliage, landscaping, etc. in and upon the Common Maintenance Areas or Special Landscape easements as the Association deems necessary or appropriate.
- (c) Maintenance, repair and replacement of any private street signs.
- (d) Assessment and collection from the Owners of the Common Expense.
- (e) Contracting for such services as management, snow removal, maintenance of Common Maintenance Areas, or other services as the Association deems necessary or advisable.
- (f) Enforcing the rules and regulations for the Association and the requirements of this Declaration and the zoning covenants and commitments.

Section 3. "Powers of the Association." The Association may adopt, amend, or rescind reasonable rules and regulations (not inconsistent with the provisions of this declaration) governing the management and administration of the Association as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges against any Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

#### **ARTICLE V – BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:**

Section 1. "Board of Directors." The affairs of this Association shall be governed and managed by a Board of Directors (hereafter collectively referred to as "Board" and individually referred to as "Director"). No person shall be eligible to serve as a Director unless he/she is an owner.

Section 2. "Initial Board of Directors." The Initial Board shall be elected at the meeting in which these By-laws are approved. Nominations for initial board will be made to the members at that meeting.

Section 3. "Term of Office and Vacancy." There shall be no less than three (3) and no more than five (5) Directors. All officers shall serve a term of two years and shall be eligible to succeed themselves for not more than three consecutive terms. For the initial election of the Association, one Director shall be elected for three (3) years, two Directors shall be elected for

two (2) years, and two Directors shall be elected for one (1) year. Thereafter, elections of the Directors shall take place annually or as required with the terms to remain as initially established. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Any vacancy or vacancies occurring in the Board shall be filled by a vote of majority of the remaining members of the board or by vote of the Owners if a Director is removed in accordance with section 4 of this Article. The Director filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 4. "Removal of Directors." A Director or Directors may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 5. "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.

Section 6. "Compensation." No director shall receive compensation for any service he/she may render to the Association except to such extent as may be expressly authorized by a majority vote of members. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties as approved by the Board of Directors.

#### **ARTICLE VI – NOMINATION AND ELECTION OF DIRECTORS**

Section 1. "Nomination." Nomination for election of the Board of Directors shall be made by the Nominating Committee. Nominations may also be made by an Association Member in writing and presented to a committee member prior to the date of the annual meeting. 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.

Section 2. "Election." Election to the Board of Directors shall be by secret written ballot. 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 and the provisions of these By-laws. The persons receiving the largest number of votes shall be elected.

#### **ARTICLE VII – MEETINGS OF DIRECTORS**

Section 1. "Regular Meetings." Regular meetings of the Board of Directors shall be held no less than bi-monthly (once every two months), without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. "Special Meetings." Special meetings of the Board of Directors shall be held when called by the President of the Association or by a majority of Directors, after not less than three (3) days notice to each Director.

Section 3. "Quorum." A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors

present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

Section 4. "Non-Board Member Attendance." Any member can attend any regular meeting of the Board as an observer and can by previous arrangement present an issue to the Board for its consideration. ~~Executive sessions of the Board may be called at any time, with or without notice, at the discretion of the Board.~~

#### **ARTICLE VIII – POWER AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. "Powers." The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to the power:

- (a) to purchase, lease, or otherwise obtain for the Association to enable it to perform its functions and duties, such equipment, materials, labor, and services as may be necessary in the judgement of the Board of Directors;
- (b) to employ legal counsel, architects, contractors, accountants, and others as in the judgement of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (c) to employ, designate, discharge and remove such personnel as in the judgement of the Board of Directors may be necessary for the Board of Directors to perform its duties;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member is absent for three (3) consecutive meetings of the Board of Directors;
- (e) to include the costs of all of the above and forgoing as Common Expenses and to pay all of such costs therefrom; and
- (f) to open and maintain a bank account or accounts in the name of the Association.

Section 2. "Limitation on Board Action." The authority of the Board of Directors to enter into contracts shall be limited to a total annual expenditure of less than twenty-five hundred dollars (\$2,500) inclusive of all contracts without obtaining the prior approval utilizing the "Special Assessments" process outlined in section (d) of Article XII except that in the following cases such approval shall not be necessary:

- (a) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Association Members at the annual meeting; and
- (b) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3. "DUTIES." The Board of Directors shall be the governing body of the Association representing all of the owners and being responsible for the functions and duties of the Association, including but not limited to:

- (a) management, maintenance, repair, upkeep and replacement as required and detailed under this declaration for common maintenance areas and common expenses;
- (b) represent the Association in matters such as zoning issues;
- (c) establishment of and oversight for the effective operation of the Architectural Committee referenced in the Declaration of Covenants and Restrictions of Woods & Meadows;
- (d) enforcement of the Covenants and Restrictions;
- (e) preparation and presentation of the Annual Budget for Association membership approval at the annual meeting; a copy of the Annual Budget will be mailed or delivered to each Association member of record along with the notice of the annual meeting and the ballot for election of directors provided by the nomination committee;
- (f) assessment and collection of annual dues from Association Membership for Association expenses;
- (g) after the close of the fiscal year and prior to the date of the annual meeting, prepare and furnish a financial statement to the Association Members. On file, back-up to the

financial statement shall include all receipts and expenses received, incurred and paid during the preceding fiscal year;

- (h) provide with the notice of the annual meeting, the annual financial statement, a copy of the Annual Budget and the ballot for election of directors provided by the nomination committee;

#### Article IX - OFFICERS AND THEIR DUTIES

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Section 1. "Enumeration of Offices." The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be members of the Board of Directors of the Association.

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.

Section 3. "Term." The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. "Special Appointments." The Board may elect such other officers as the affairs of the Association require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board 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. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later 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. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaced.

Section 7. "Multiple Offices." The Offices of Secretary and Treasurer, or President 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:

PRESIDENT - The President shall preside at all meetings of the Board of Directors: shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

VICE-PRESIDENT - The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and discharge such other duties as may be required of him by the Board.

SECRETARY - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; serve notice of meetings of the Board 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.

TREASURER - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disperse such funds as directed

by resolution of the Board of Directors; shall cosign 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.

#### ~~ARTICLE X - INDEMNIFICATION OF DIRECTORS AND OFFICERS~~

Each Director and Officer of the Association now or hereafter serving such, shall be indemnified by the Association against any and all claims and liabilities to which he/she has or shall become subject by reason of serving or having served as such Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him/her as such Director or officer, and the Association shall reimburse each such person for all legal expenses reasonably incurred by him/her in connection with any such claim or liability, provided however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence. The amount paid to any officer or Director by way of indemnification shall not exceed his actual, reasonable, and necessary expenses incurred in connection with the matter involved. The right of indemnification herein above provided for shall not be exclusive of any rights to which any Director or Officer of the Association may otherwise be entitled by law.

#### ARTICLE XI - COMMITTEES

The Association shall appoint an Architectural Committee as provided in The Declaration of Covenants and Restrictions of Woods and Meadows and further defined below, a Pond Maintenance Committee as further defined below, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

##### A. "Architectural Committee"

- (a) As a standing committee of the Association there shall be, and hereby is, established an Architectural Committee consisting of two (2) or more persons as may, from time to time, be provided in the By-laws. Initially the committee shall be made up of the Initial Board of Directors. Thereafter, the committee shall be appointed by the Board of Directors.
- (b) Purpose. The Architectural Committee shall regulate the external design, appearance, use and location of improvements on the Property in such a manner as to preserve and enhance values and to maintain harmonious relationship among structures, improvements, and the natural vegetation and topography.
- (c) Conditions. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed to an Owner shall be made or done without prior approval of the Architectural Committee. No building, fence, wall, Dwelling Unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Committee
- (d) Procedures. In the event the Architectural Committee fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Committee. A decision of the Architectural Committee may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.
- (e) Power of Disapproval. The Architectural Committee may refuse to approve any application made to it when:
  - (I) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the requested change to be in violation of any restrictions in the

Declaration of Covenants and Restrictions of Woods & Meadows or in a Plat of any part of the Real Estate;

- (II) The design or color scheme of a requested change is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or
- (III) The requested change, or any part thereof, in the opinion of the Architectural Committee, would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare, or rights of other Owners.

- (f) Maintenance and Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design of the Dwelling Units nor for maintaining the Common Maintenance Area without the prior written approval of two-thirds (2/3) of all Owners.

B. "Pond Maintenance Committee"

- (a) As a standing committee of the Association there shall be and hereby is, established a Pond Maintenance Committee consisting of the Owners of the Lots on which the Drainage Pond resides.
- (b) Purpose. The Pond Maintenance Committee shall work together to determine the proper ongoing maintenance of the pond, take actions to properly maintain the pond and share equally in the cost of that maintenance.
- (c) Procedures. The Pond Maintenance Committee will meet at least annually to discuss the maintenance needs, expenses to meet the needs, and reach a common agreement for such maintenance and the expenses. Should a unanimous common agreement not be reached, a vote on the maintenance plan will be taken and a simple majority will rule. In the event of a tie, the Association President will be ask to vote to break the tie.
- (d) Maintenance Expenses. The pond maintenance expenses will be equally shared by the members of the Pond Maintenance Committee. Should the Pond Maintenance Committee determine that it is in its best interest, the planned expenses may be submitted to the Homeowners Association and be placed as a special section of the annual budget for pond maintenance and will not require approval by the general membership. The Association shall then add an equal portion of these expenses to and become part of the regular assessment for the Pond Maintenance Committee members and be added only to the Pond Maintenance Committee member's regular assessment and be subject to the Association's normal assessment collection procedures. As the Pond Maintenance Committee incurs expenses outlined in their planned expenses submitted to the Homeowners Association, the Treasurer of the Association will reimburse the Pond Maintenance Committee for those expenses up to the amount collected as part of the Pond Maintenance Committee Members' Regular Assessment.

**ARTICLE XII – ASSESSMENTS**

- (a) Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement by a CPA or independent bookkeeper which shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.
- (b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and, if so adopted, shall be the basis for the regular assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may

be approved in whole or part or may be amended in whole or part by a majority vote of a quorum of the Owners present in person or by proxy; provided, however, that in the event a quorum of the Owners shall not be present, then said annual meeting shall be adjourned and a new annual meeting date shall be immediately set by the Board of Directors with said meeting to be held within 45 days of the first scheduled annual meeting. Notice of this second annual meeting shall be sent to all Owners at least ten (10) days in advance of the meeting date. If a quorum of the Owners is not present at this second annual meeting or a budget or amended budget is not adopted, then the previous year's budget shall be automatically renewed with a five (5) percent increase in the expenditure provisions. The annual budget, the regular assessments, and all sums assessed by the Association shall be established by issuing generally accepted accounting principles applied on consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement of infrastructure facilities which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement of infrastructure facilities shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations, selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners, as herein provided, for such current fiscal year, the Owners shall continue to pay regular assessments based upon one hundred five percent (105%) of such last approved budget, as a temporary budget.

- (c) Regular Assessment. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses on the current fiscal year, as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. In the event the Pond Maintenance Committee submits their planned expenses for inclusion in a special section of the annual budget, those planned expenses will be equally divided among the Pond Maintenance Committee members and added to and become part of the Pond Maintenance Committee Members regular assessment. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessment shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as herein above provided. The Regular Assessment against each Lot shall be paid in advance in one annual payment within 10 days of budget approval or the establishment of a temporary budget. Payment of the Regular Assessment shall be made to the Board of Directors as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget, then:
- (I) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, the additional amount shall be paid by the Owners with an additional payment on the first day of the second month following the adoption of the annual budget.
  - (II) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be refunded to the Owners on the first day of the second month following the adoption of the annual budget.

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

- (d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3) of votes of a quorum of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.
- (e) Failure of Owner to Pay Assessments. No Owner may exempt him/herself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Maintenance Area described herein or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such person shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessments or Special Assessments when due, the Board may, in its discretion, accelerate the entire balance of unpaid assessments the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Association and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment whether by foreclosure or otherwise, the Board for and on behalf of the Association shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including, but not limited to, reasonable attorneys' fees) and interest from the date such assessment was due until paid at the rate equal to the prime interest rate then being charged by a National Bank in Marion County, Indiana, selected by the Board of Directors. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage.

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

#### ARTICLE XIII – AMENDMENTS

- Section 1. These By-laws may only be amended at a regular or special meeting of the members, by an assent vote of two thirds (2/3) 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 shall control; and in the case of any conflict between The Declaration of Covenants and Restrictions of Woods and Meadows and these By-laws, The Declaration of Covenants and Restrictions of Woods and Meadows shall control.

#### ARTICLE XIV – MISCELLANEOUS

- Section 1. "Fiscal Year" The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of Incorporation.
- Section 2. "Covenants and Restrictions." The use and enjoyment of all Lots and Dwelling Units within Woods & Meadows shall be subject to the covenants and restrictions governing such use, as set forth within "The Declaration of Covenants and Restrictions of Woods & Meadows recorded on November 2, 1995 as Instrument No. 1995-0139906, in the Office of the Recorder of Marion County, Indiana", are for the mutual benefit and protection of the present and future Owners of Woods & Meadows and shall run with the land and inure to the benefit of and be enforceable by an owner or the Association. Present and future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and or restrictions and shall, in addition, be entitled to damages for any injury, damage or loss resulting from any violations thereof, but there shall be no right of reversion of forfeiture resulting from such violation.
- Section 3. "Applicability". All Owners, members, their tenants, guests, invitees and mortgages, and any other person using or occupying a Lot or any other part of the Woods & Meadows subdivision shall be subject to and shall observe and comply with the Declaration of Covenants and Restrictions and the By-laws of Woods & Meadows and the Woods and Meadows Homeowners Association, Inc., including any rules and regulations adopted by the Association as herein provided.

The Owner of any property (I) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, or (II) by the act of occupancy of the property or any residence thereon, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms

and provision of the Declaration of Covenants and Restrictions and the Bylaws of Woods & Meadows and Woods & Meadows Homeowners Association, Inc. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for himself, his heirs, personal representatives, successors and assigns, with the other Owners to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of the Declaration of Covenants and Restrictions and the Bylaws of Woods & Meadows and Woods & Meadows Homeowners Association, Inc.

Section 4. "Suspension of Privileges of Membership." Notwithstanding any other provision contained herein, the Board shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use any common facilities of the Association, of any Member (I) for any period during which any of the Association's charges or any fines assessed hereunder owed by the Member remains unpaid, (II) during the period of any continuing violation of the restrictive covenants of the subdivision, after the existence of the violation shall have been declared by the Board; and (III) during the period of any violation of the Articles of Incorporation, By-laws or regulations of the Association.

#### Article XV - INSURANCE

Section 1. "Casualty Insurance." The Association shall not be required to purchase casualty insurance, as it is not presently contemplated the Association will own personal property or improvements. The Association may, however, insure the Drainage System against loss or damage by insurable cause at the discretion of the Board of Directors. Each Lot Owner shall otherwise be solely responsible for loss or damage to his Dwelling Unit, the contents of his Dwelling Unit and Lot, however caused, and his personal property stored elsewhere on the Property, and the Association shall have no liability to the Owner for loss or damage to the Dwelling Unit, the contents of any Dwelling Unit or any personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

Section 2. "Public Liability Insurance." The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amount as the Board of Directors shall deem appropriate from time to time, but not less than One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Association, the Board of Directors, any committee or organ of the Association or Board, any managing agent appointed or employed by the Association, all person acting or who may come to act as agents or employees of any of the foregoing with respect to the Property. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be cancelled or substantially modified without at least ten (10) days written notice to the Association.

