

**SPRING LAKE ESTATES
SUBDIVISION
HOMEOWNERS
ASSOCIATION**

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ARTICLES OF INCORPORATION

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State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
**SPRING LAKE ESTATES SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, January 04, 2017.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, January 06, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201701041174319 / 7471430

ARTICLES OF INCORPORATION

for

SPRING LAKE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation (the "Corporation"), pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation shall be:
"Spring Lake Estates Subdivision Homeowners Association, Inc."

ARTICLE II

Type of Corporation

The Corporation is a mutual benefit corporation.

ARTICLE III

Purposes and Powers

Section 1. Purposes. The Corporation is formed in connection with the development of Spring Lake Estates, a single-family residential community being developed in Johnson County, Indiana, to be evidenced by a plat or plats thereof now or hereafter recorded in the Office of the Recorder of Johnson County, Indiana (the "Development"), and, in furtherance of such general purpose, shall have the following specific purposes:

- (a) To provide for the management, regulation, enforcement and maintenance of the Property, including the individual Lots, streets (whether public or private), and the common areas constructed or to be constructed within the Development, such purposes being more particularly specified in the Declaration of Covenants, Conditions, and Restrictions of Spring Lake Estates Subdivision ("Declaration"), as recorded on June 6, 1996, in the Office of the Recorder of Johnson County, Indiana, as **Instrument #96012344**, amended by the Revised Declaration of Covenants, Conditions, and Restrictions of Spring Lake Estates, Sections One and Two, as recorded on July 18, 1997, in the Office of the Recorder of Johnson County, Indiana, as **Instrument #97015508**, and amended again by the Revised Declaration of Covenants, Conditions, and Restrictions of Spring Lake Estates, Section One, Two and Three, as recorded on March 21, 2002, in the Office of the Recorder of Johnson County, Indiana, as **Instrument #2002-010022**, and as may be amended by the owners from time to time, and any rules or regulations adopted by the Board or Committee as set forth in the

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Declaration, these Articles, or the Bylaws, the terms and conditions thereof, the definitions of all capitalized terms (unless otherwise specified herein), and legal description contained therein being incorporated herein by reference.

- (b) To exercise all powers and duties of the Board of Directors or Owners as a group referred to in the Declaration, these Articles or the Bylaws.
- (c) To do all acts and things necessary, convenient or expedient to carry out the express purpose for which the Corporation is formed.

Section 2. Powers. Subject to any specific written limitations imposed by the Act, or otherwise by law or by these Articles of Incorporation, and in furtherance of the corporate purposes set forth in these Articles, the Corporation shall have the following specific powers:

- (a) To Manage. To manage, maintain, repair and replace the Common Area, and any easements, improvements and other property located on the Common Area or used or held for the business or operation of the Corporation and for the benefit and use of the members of the Corporation, but not those areas located on individual Lots, and subject to the provisions of the Declaration and Bylaws.
- (b) To Make Assessments. To fix, levy and collect assessments and to enforce payment thereof by all lawful means.
- (c) To Promulgate Rules. To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment and architectural additions or modifications of the Real Estate, including the individual lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Declaration, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners.
- (d) To Insure. To secure from insurers licensed and approved in the State of Indiana, appropriate fire/casualty/property damage coverage, comprehensive general liability coverage and such other forms of insurance as may be deemed necessary or appropriate.
- (e) To Secure Services. To secure professional managerial services, legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association
- (f) To Acquire and Dispose of Property. To acquire (by gift, purchase or other means), own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber or dedicate for public use, real or personal property, including common areas, in connection with the business of the Corporation subject to the provisions of the Declaration.
- (g) To Borrow. To borrow money and, subject to the provisions of the Declaration, to give, as security therefore, a mortgage or other security interest in any or all real or personal property owned by the Corporation, including the common areas, or a pledge of monies to be received pursuant to the provisions of the Declaration or any Supplemental Declaration, and to assign and pledge its right to make assessments and its rights to claim a lien therefore.
- (h) To Appoint a Fiscal Agent. To appoint any person as its fiscal agent to collect all Assessments and charges levied by the Corporation and to enforce the Corporation's liens for unpaid Assessments and charges or any other lien held by the Corporation.

(i) To Make Contracts. To enter into, perform, cancel and rescind all kinds of contractual obligations, including the guarantee of the obligations and performance of others.

(j) To Act With Others. To perform any act which the Corporation acting alone has the power and capacity to perform by acting as a partner or otherwise in association with any person or persons, whether legally constituted or informally organized.

(k) To Pay. To pay all Operating Expenses, including all licenses, taxes or governmental charges levied or imposed against the property.

(l) To Merge. To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional real estate as provided in the Declaration.

(m) To Otherwise Act. To have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of 1991 of the State of Indiana by law has or hereafter may have or exercise.

Section 3. Limitation Upon Purposes and Powers. The Corporation shall not, by implication or construction, possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration to its members as such; provided, however, that nothing shall prohibit reasonable compensation to members for services actually rendered, upon approval by the Board of Directors, or reimbursement of authorized expenses incurred by a director, owner, or agent on behalf of the Association. The Corporation may engage in any undertaking for profit so long as such undertaking does not inure to the profit of its members. The Corporation shall issue no stock and shall pay no dividends at any time.

ARTICLE IV

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V

Registered Agent and Principal Office

Section 1. Registered Agent and Address. The name and address of the Association's Registered Agent is: Elite Property Management Services of Indiana, 100 E. Main Street, Suite A, Greenwood, IN 46143. Elite Property Management Services of Indiana, by its owner, Jesse Angel, has consented to being appointed as the Registered Agent of the Corporation.

Section 2. Principal Office. The Principal Office of the Corporation is: 100 E. Main Street, Suite A, Greenwood, IN 46143.

ARTICLE VI

Membership and Voting Rights

Section 1. Membership. Every Owner of every Lot which is subject to assessment shall be a member of the Association. A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) 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 the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership.

Section 3. Meetings. All members shall be entitled to attend meetings of the members of the Corporation when and if they are held or called.

Section 4. Dues and Assessments. The amounts, method of payment, and sanctions for non-payment of membership dues and assessments shall be specified in the Declaration and/or Bylaws of the Corporation.

Section 5. Suspension of Voting Rights. As set forth in Indiana Code 32-25.5-3-7, no Member shown on the books or management accounts of the Association to be more than six (6) months delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy.

For purposes of this provision, the six (6) month period begins on the due date of the assessment as set by the Board of Directors pursuant to its authority as set forth in the Declaration, and "payment" shall mean payment of the full assessment amount due, which shall include any collection fees, interest, late fees, attorney fees and court costs that are due and owing to the Association pursuant to the Declaration, Articles or Bylaws. Hence, if any Owner arranges payment of an assessment amount through a payment option offered by the Association, and that payment arrangement does not pay the entire assessment amount within six (6) months of the assessment becoming due, then that Owner's voting rights shall remain suspended as set forth under this provision until the entire assessment amount is paid in full.

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

Section 6. Rights, Preferences, Limitations, and Restrictions of Classes. All members of the Corporation shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other members. All members agree to and shall abide by the terms and provisions of the Articles of Incorporation, the Code of Bylaws, the rules and regulations adopted by the Board of Directors, and all covenants, restrictions, and other provisions contained in the Declaration.

ARTICLE VII

Board of Directors

Section 1. Number. Except for the Initial Board of Directors, the Board of Directors shall be composed of five (5) persons, with the minimum number of Directors being three (3) and the maximum number being seven (7). The exact number of Directors may be increased or decreased, as permitted by law, by resolution of the Board of Directors. If the number of directors currently serving changes due to the resignation or removal of directors, or if an insufficient number of members volunteer to fill all possible Board positions, the Board will continue to function with the remaining number of directors until those vacancies are filled.

Section 2. Term of Office. Board terms will be set forth in the Code of Bylaws. All directors will serve their full term and/or until their respective successors are properly elected and qualified. Further provisions regarding directors of the corporation, including the resignation and removal of Directors, shall be as set forth in the Bylaws.

Section 3. Initial Board of Directors. The members of the Initial Board of Directors are set forth in these Articles of Incorporation. The members of the Initial Board of Directors, and/or their appointees to the Initial Board, shall serve until the first annual meeting following the filing of these Articles. Members of the Initial Board of Directors may not be removed by the Membership of the Association. The names and post office addresses of the Initial Board of Directors of the Corporation are as follows:

| <u>Name</u> | <u>Number and Street</u> | <u>City / State</u> |
|---------------|--------------------------|---------------------|
| Mendy Smith | 100 E. Main St., Suite A | Greenwood, IN 46143 |
| Jim Snider | 100 E. Main St., Suite A | Greenwood, IN 46143 |
| William Ricke | 100 E. Main St., Suite A | Greenwood, IN 46143 |
| Cindy McCourt | 100 E. Main St., Suite A | Greenwood, IN 46143 |
| Nick Weltich | 100 E. Main St., Suite A | Greenwood, IN 46143 |

ARTICLE VIII

Incorporator

The name and post office address of the incorporator is as follows:

| <u>Name</u> | <u>Number and Street</u> | <u>City / State</u> |
|-----------------|---------------------------|------------------------|
| Scott A. Tanner | 6125 S. East St., Suite A | Indianapolis, IN 46227 |

ARTICLE IX

Indemnification of Officers, Directors and Other Persons

Section 1. Extent of Indemnification.

- (a) To the extent not prohibited by Indiana law, every person (and the heirs and personal representatives of such person) who is or was a Director, officer, trustee, member of a committee appointed by the Board of Directors, employee or agent of the Corporation or who at the request of the Corporation is or was a Director, officer, trustee, committee member, employee or agent of another corporation or is or was acting in any capacity in a partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him in connection with or resulting from any non-criminal claim, action, suit or proceeding in the following instances:
- (i) if such Director, officer, trustee, committee member, employee or agent is determined, as provided in Section 3 of this Article IX, to have acted in good faith; and
 - (ii) the individual reasonably believed; (a) in the case of conduct in the individual's official capacity with the Corporation, that the individual's conduct was in the Corporation's best interests; and (b) in all other cases, that the individual's conduct was at least not opposed to the Corporation's best interests.
- (b) With respect to any criminal action or proceeding, every person described in subsection 1(a) of this Article shall be indemnified to the extent provided in subsection 1(a) of this Article if the individual either:
- (i) had reasonable cause to believe his or her conduct was lawful; or
 - (ii) had no reasonable cause to believe that his or her conduct was unlawful.
- (a) The termination of any claim, action, suit or proceeding, by judgment, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director, officer, trustee, committee member, employee or agent did not meet the standards of conduct set forth in subsections 1(a) or 1(b) of this Article.

Section 2. Definitions.

- (a) The terms “claim, action, suit or proceeding”, whether used individually or together, shall include every claim, action, suit or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, in which a Director, officer, trustee, committee member, employee or agent of the Corporation (or his heirs and personal representatives) may become involved, as a party or otherwise:
- (i) by reason of his being or having been a Director, officer, trustee committee member, employee or agent of this Corporation or of any other corporation where he served as such at the request of this Corporation, or
 - (ii) by reason of his acting or having acted in any capacity in a partnership, joint venture, association, trust or other organization or entity where he served as such at the request of this Corporation, or
 - (iii) by reason of any action taken or not taken by him in any such capacity, whether or not he continues in such capacity at the time such liability expense shall have been incurred.
- (b) The terms “liability” and “expense” shall include, but shall not be limited to, attorney or counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of, a Director, officer, trustee, committee member, employee or agent.
- (c) The term “party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

Section 3. Procedure for Claiming Indemnification. The Corporation shall not indemnify a person hereunder unless authorized in the specific case after a determination has been made that indemnification of such person is permissible in the circumstance because he or she has met the standards of conduct set forth in Section 1 of this Article IX. Such determination shall be made by one (1) of the following procedures:

- (a) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding.
- (b) If a quorum cannot be obtained under Section 3(a) of this Article IX, by majority vote of a committee designated by the Board of Directors consisting solely of at least two (2) directors not at the time parties to the proceeding. Directors who are parties may participate in the designation.
- (c) By special legal counsel:
 - (i) Selected by the Board of Directors or a committee thereof in the manner prescribed in Section 3(a) or 3(b) of this Article IX; or
 - (ii) If a quorum of the Board of Directors cannot be obtained under Section 3(a) of this Article IX and a committee cannot be designated under Section 3(b) of this Article

IX, selected by a majority vote of the full Board of Directors. Directors who are parties may participate in the selection.

- (d) By the members. However, membership voted under the control of Directors who are at the time parties to the proceedings may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness of expenses shall be made by those entitled under Section 3(c) of this Article IX to select counsel.

Section 4. No Limit to Other Rights. The rights of indemnification provided in this Article IX shall be in addition to any rights to which any such Director, officer, trustee, committee member, employee or agent may otherwise be entitled under the Corporation's Bylaws, a resolution of the Board of Directors or of the members, or any other authorization whenever adopted after notice, by a majority vote of all voting members, or any other authorization whenever adopted after notice, by a majority vote of all voting members of the Corporation. Irrespective of the provisions of this Article IX, the Board of Directors may, at any time and from time to time:

- (a) Approve indemnification of Directors, officers, trustees, committee members, employees, agents or other persons to the full extent permitted by the provisions of the Act, whether on account of past or future transactions, and
- (b) Authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, officer, trustee, committee member, employee or agent of the Corporation, or who at the request of the Corporation is or was a Director, officer, trustee, committee member, employee or agent of another corporation or is or was acting in any capacity in a partnership, joint venture, trust or other enterprise, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability.

Section 5. Advancement of Expenses.

- (a) Expenses incurred with respect to any claim, action, suit or proceeding may be advanced to an individual by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:
- (i) the individual furnishes the Corporation a written affirmation of the individual's good faith belief that such individual has met the standard of conduct described in Section 1 of this Article IX;
- (ii) the individual furnishes the Corporation a written undertaking, executed personally or on the individual's belief, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct; and
- (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article IX or under the Act.

- (b) The undertaking required by subsection 5(a)(ii) of this Article IX must be unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment.
- (c) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 3 of this Article IX.

ARTICLE X

Property of Corporation

The Corporation is without any property or assets upon its incorporation.

ARTICLE XI

Distribution of Assets upon Dissolution

To the extent not prohibited by the Act, upon dissolution of the Corporation and the winding up of its affairs, the assets of the Corporation shall be distributed to a governmental agency or public body to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, entity, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

Provisions for Regulation and Conduct of the Affairs of the Corporation

Section 1. Management of Corporation. The affairs of the Corporation shall be managed by the Board of Directors.

Section 2. Code of Bylaws. The Board of Directors of the Corporation shall have power to make, alter, amend or repeal the Bylaws of the Corporation, without the assent or approval of the Members, by an affirmative vote of the majority of the members of the Board of Directors of the Corporation, except as otherwise provided in the Declaration.

Section 3. Officers. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be prescribed by the Bylaws or prescribed by resolution of the Board of Directors in the manner specified in the Bylaws. The offices of President and Secretary shall not be held by the same person.

Section 4. Meetings of Members. Meetings of the members of the Corporation shall be held at such place within Johnson County, Indiana, as may be authorized by the Bylaws and specified in the respective notices or waivers of notice of any such meeting.

Section 5. Meetings of Directors. Meetings of the Board of Directors of the Corporation shall be held at such place, within or without the State of Indiana, as may be authorized by the Bylaws and specified in the respective notices or waivers of notice of any such meeting.

Section 6. Amendment of the Articles of Incorporation. The Corporation reserves the right to make, alter, amend, change or repeal these Articles in the manner now or hereinafter prescribed or permitted by the provisions of the Act or any amendment thereto or by any other applicable statute of the State of Indiana; provided, however, that any such alteration, amendment or repeal shall require the approval of not less than a majority of the votes cast.

Section 7. Prior Approval for Certain Acts. Until the Applicable Date, as defined in the Declaration, the following actions will require the prior approval of the Developer and the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, mergers or consolidations involving the Corporation, the dissolution of the Corporation, or the amendment of these Articles.

Section 8. Definitions. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Declaration.

Section 9. Conflicting Provisions. If there is any conflict between these Articles and the Declaration, the Declaration shall control. If there is a conflict between the Bylaws and the Declaration, the Declaration shall control. If there is any conflict between these Articles and the Bylaws, these Articles shall control.

[End of Articles of Incorporation]

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IN WITNESS WHEREOF, the undersigned, being the incorporator designated herein, executes these Articles of Incorporation of the Corporation and hereby verifies subject to the penalties of perjury that the facts herein are true and correct to the best of his knowledge and belief, this 3 day of January, 2017.



Scott A. Tanner, Incorporator

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Scott A. Tanner, being the Incorporator referred to in the foregoing Articles of Incorporation, who acknowledged execution of the foregoing Articles of Incorporation for Spring Lake Estates Subdivision Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal of this _____ day of _____, 20____.

Notary Public – Signature

County of Residence

Printed

Date Commission Expires

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

This document was prepared by and should be returned to:

Scott A. Tanner
TANNER LAW GROUP
6125 S. East St., Suite A
Indianapolis, IN 46227

BYLAWS

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8 **Cross-Reference:**

- 9 Spring Lake Estates, Section One (Plat), Instrument # 96012346
- 10 Spring Lake Estates, Section Two (Plat), Instrument # 96012345
- 11 Spring Lake Estates, Section Three (Plat), Instrument # 98000486
- 12 Spring Lake Estates, Declaration of Covenants, Instrument # 96012344
- 13 Spring Lake Estates, Revised Declaration of Covenants, Instrument # 97015508
- 14 Spring Lake Estates, Revised Declaration of Covenants, Instrument # 2002-010022

18 **REVISED AND RESTATED**

20 **CODE OF BYLAWS**

22 **for**

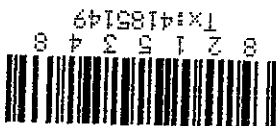
24 **SPRING LAKE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

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29 The Spring Lake Estates Subdivision Homeowners Association, Inc., by its Board of Directors,
30 on this 19th day of NOVEMBER 20 18, states as follows:

32 **INTRODUCTION**

33
34
35 The residential community in Johnson County, Indiana, commonly known as Spring
36 Lake Estates was created by the recording of certain Plats and other documents with the Office
37 of the Recorder for Johnson County, Indiana; and

38
39 The Plat for Spring Lake Estates, Section One, was recorded with the Office of the
40 Johnson County Recorder on June 6, 1996, as **Instrument # 96012346**; and



46 The Plat for Spring Lake Estates, Section Two, was recorded with the Office of the
47 Johnson County Recorder on June 6, 1996, as **Instrument # 96012345**; and

48
49 The Plat for Spring Lake Estates, Section Three, was recorded with the Office of the
50 Johnson County Recorder on January 6, 1998, as **Instrument # 98000486**; and

51
52 The Plats are subject to the Declaration of Covenants, Conditions and Restrictions of
53 Spring Lake Estates Subdivision, recorded with the Office of the Johnson County Recorder on
54 June 6, 1996, as **Instrument # 96012344**, and replaced by the Revised Declaration of Covenants,
55 Conditions and Restrictions of Spring Lake Estates, Section One and Two, recorded with the
56 Office of the Johnson County Recorder on July 18, 1997, as **Instrument # 97015508**, and
57 replaced once more by the Revised Declaration of Covenants, Conditions and Restrictions of
58 Spring Lake Estates, Section One, Two and Three, recorded with the Office of the Johnson
59 County Recorder on March 21, 2002, as **Instrument # 2002-010022** (collectively "Declaration").

60
61 The Declaration states that by taking a deed title to any lot shown on any of the Plats for
62 the Spring Lake Estates development, each owner automatically becomes a mandatory member
63 of the subdivision's homeowner's association known as the Spring Lake Estates Subdivision
64 Homeowners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

65
66 The Association was incorporated as provided in the Declaration as a non-profit
67 corporation by the Articles of Incorporation filed with, and approved by, the Indiana Secretary of
68 State on January 6, 2017; and

69
70 The Association's Initial Board of Director(s) adopted a Code of Bylaws ("Bylaws") to
71 provide for the administration of the Association; and

72
73 Article VII, Section 1, of the Bylaws states that the Board of Directors of the Association
74 may alter, amend, repeal the Code of Bylaws or adopt a new Code of Bylaws for the
75 Association; and

76
77 The Board of Directors wants to update the Bylaws to incorporate changes made in
78 Indiana law since the original Bylaws was adopted; and

79
80 **AS A RESULT**, and based on the authority granted to the Board of Directors by the
81 Bylaws, the following Revised and Restated Code of Bylaws for Spring Lake Estates
82 Subdivision Homeowners Association, Inc. is adopted by the Board, and it is the intention of the
83 Association that these Revised Bylaws will replace the current Code of Bylaws and any
84 amendments that may have been made to the Bylaws through today's date, if any.

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86
87 **[End of Introduction]**
88

89 **REVISED AND RESTATED**

90 **CODE OF BYLAWS**

91 **for**

92 **SPRING LAKE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

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100 **ARTICLE I**

101 **Identification**

102 **Section 1. Name.** The name of the corporation is “Spring Lake Estates Subdivision
103 Homeowners Association, Inc.” (also referred to as “Corporation” or “Association”).

104 **Section 2. Principal Office and Registered Agent.** The name and post office address of the
105 principal office of the Association is: Spring Lake Estates Subdivision Homeowners Association, Inc.,
106 100 E. Main St., Suite A, Greenwood, IN 46143, or as updated from time to time with the Indiana
107 Secretary of State’s Office.

108 The registered agent of the corporation is currently: Elite Property Management Services of
109 Indiana, 100 E. Main St., Suite A, Greenwood, IN 46143. However, it should be noted that the registered
110 agent may be a member of the Board of Directors, a hired management agent, or other professional
111 representing the Association and can potentially change from year to year. Therefore, the current
112 registered agent of the Association can be determined through the most recent annual business entity
113 report filed with the Indiana Secretary of State’s office.

114 It should be noted that the principal office for the Association can be changed by the Board of
115 Directors and does not have to be the same as the registered place of business of the Association.
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120 **ARTICLE II**

121 **Definitions**

122 **Section 1.** “Act” means the Indiana Nonprofit Corporation Act of 1991 and any subsequent
123 amendments thereto.

124 **Section 2.** “Articles of Incorporation” or “Articles” means the Articles of Incorporation of the
125 Corporation filed with the Office of the Secretary of State of Indiana and includes any amendments that
126 have been made to the original Articles.

127 **Section 3.** “Association” or “Corporation” means Spring Lake Estates Subdivision Homeowners
128 Association, Inc.

129 **Section 4.** “Board of Directors” means the Board of Directors of the Association.

130 **Section 5.** “Bylaws” means this Revised and Restated Code of Bylaws, including any
131 amendments or revisions that may be made to it by the Association.
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189 the follow-up meeting is re-set more than sixty (60) days from the previous meeting, then a new meeting
190 notice must be sent to the Members.

191 At any special meeting of the Members to vote on the removal of a director(s), the presence of
192 Members, in person or by proxy, entitled to cast fifty-one percent (51%) of the total number of valid and
193 eligible Owner votes will make up a quorum. This quorum will not drop at any subsequent meetings held
194 on this issue.
195

196 **Section 3. Meetings:** Meetings of the Members of the Association will follow these procedures:
197

198 A. **Place.** Meetings of the Members will be held in Johnson County, Indiana, at a location
199 picked by the Board of Directors of the Association.
200

201 B. **Annual Meeting.** The Board of Directors of the Association will set a date for the
202 Association's Annual Meeting to be held each year. The Annual Meeting must be held
203 within fifteen (15) months after the previous annual meeting. However, the specific date,
204 time and place of the Annual Meeting are to be determined by the Board of Directors. At
205 each Annual Meeting, the Members may conduct director elections, unless a separate
206 date for director elections is used, and transact any other Association business to be
207 properly addressed at the meeting.
208

209 C. **Special Meetings.** A Special Meeting of the Lot Owners may be called by: a) the
210 President; b) resolution approved by majority vote of the Board of Directors; or c) by
211 written petition signed by at least ten percent (10%) of the lot owners. The petition must
212 be presented to the President or Secretary of the Association and must state the
213 purpose(s) for which the Special Meeting is to be called. A Special Meeting may be
214 called by the membership only to address items that are within the member's authority to
215 review and vote upon. The percentage required for a quorum has no impact on the
216 percentage of owner's necessary to approve an amendment to the Declaration.
217

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

224 It should be noted that the Act states the members may not call or hold a Special
225 Meeting of the members without first submitting a petition, signed by not less than ten
226 percent (10%) of the members, asking that the Board of Directors call a Special Meeting
227 as set forth above. If the Board refuses to call a Special Meeting of the members after
228 receiving a proper petition from the members, then the members may call a Special
229 Meeting of the membership on their own.

230 D. **Notice of Meetings.** Unless otherwise required, written or printed notices stating the
231 place, day and hour of a meeting and, in case of a special meeting, the purpose or
232 purposes for which the meeting is called must be delivered or mailed by the Secretary of
233 the Corporation to each member of record of the Corporation entitled to vote at the
234 meeting, at such last-known address as appears upon the records of the Corporation, at
235 least ten (10) days before the date of the meeting, but not more than sixty (60) days prior
236 to the meeting.

237 Notices of any meeting may be mailed by first class U.S. Mail. Notices of
238 meetings may also be hand-delivered to an owner's residence. If the owner consents to

239 electronic service, then notice of meetings may be provided to owners by email or
240 postings on the Association's website, if the Association has one.

241 The Association does not have a duty to locate new or alternate addresses for an
242 owner. It is the owner's responsibility to make sure the Association has the owner's
243 current mailing or contact information.

244 Notice of any meeting of the members may be waived in writing by any owner or
245 by the owner's attendance at the meeting in person, by proxy or by ballot.
246

247 E. **Order of Business.** The order of business at meetings of the members will, to the extent
248 applicable, be as follows:

- 249 1. Call to Order.
- 250 2. Treasurer's Report and Approval of Annual Budget (if an Annual Meeting).
- 251 3. Reports of committees.
- 252 4. Old Business.
- 253 5. New Business.
- 254 6. Election of director(s).
- 255 7. Adjournment.

256 **Section 4. Voting at Meetings.**

257
258
259 A. **Voting Rights.** Unless otherwise suspended, each lot will be entitled to cast one (1) vote on
260 each issue properly brought before the membership. If a lot is owned by more than one
261 person, the owners will decide among themselves which co-owner of the lot will cast the
262 vote(s) for that lot. In the event the lot is owned by a corporation or other entity, that entity
263 may appoint a representative to cast the vote(s) for the lot.
264

265 B. **Proxies.** Any eligible Member may vote either in person or by his duly appointed proxy.
266 When a Member wishes to appoint a proxy to vote in his place for a specific meeting, the
267 Member must designate the name of his proxy in writing and deliver it in person, by U.S.
268 Mail, facsimile, or electronic mail or other electronic means, to the Association or its
269 designated agent. The proxy is effective once it is received by the Association or its
270 designated agent.

271 Unless excused by the presiding officer, all proxies must be received by the Association
272 at least two (2) business days before the date of the scheduled meeting where the proxy is to
273 be counted. That will give the Association sufficient time to verify the validity of the proxy.

274 To be valid, a proxy must contain:

- 275 a. The Member's name and address giving the proxy;
- 276 b. The name of the person being appointed as proxy;
- 277 c. The date the proxy is given;
- 278 d. The date of the meeting for which the proxy is given;
- 279 e. The Member's signature; and
- 280 f. An affirmation under the penalties for perjury that the individual signing the proxy
281 has the authority to grant the proxy to the individual named in the proxy to
282 exercise the member's proxy.

283 A proxy is only valid for one hundred eighty (180) days from the date it is signed. A
284 proxy may be revoked in writing by the Member prior to being exercised or by the
285 Member's personal attendance at the meeting where the proxy appointment was to be used.

286 If a Member signs more than one proxy appointment, the latest in time, if possible to
287 determine, will be used. If a Member signs more than one (1) proxy to be used at a
288 particular meeting, and it cannot be determined which proxy is the latest in time, then none
289 of the Member's proxies will be counted or voted.

290 If a Member has his voting privileges suspended for any reason, then he cannot vote,
291 whether in person or by proxy. In addition, any Member who is suspended for any reason
292 cannot serve as a proxy for another Member.
293
294

295 C. **Majority Required.** Unless a higher percentage is required by the Declaration, Articles or
296 these Bylaws, each question or action voted on will be passed if it is approved by a simple
297 majority of the eligible votes cast by the Members present, in person or by proxy, at a
298 meeting at which a quorum is present.
299

300 D. **Suspension of Voting Rights.** No member shown on the books or management accounts of
301 the Association to be more than six (6) months delinquent in any payment due to the
302 Association will be eligible to vote, either in person or by proxy.

303 For purposes of this provision, the six (6) month period begins on the first day of the
304 fiscal year or the due date of the assessment as set by the Board of Directors, whichever is
305 later in time. If the amount due to the Association is for an obligation other than
306 assessments, such as reimbursement for a covenant violation or court judgment, then the six
307 (6) month period will start on the date the amount became due.

308 The term "payment" means the payment of all amounts due to the Association, including
309 any assessments, collection fees, interest, late fees, administrative or management company
310 fees, attorney fees, court costs, or other sums that are owed to the Association. As a result,
311 if any owner is paying the Association on a payment plan or agreement, and that payment
312 arrangement does not pay the entire amount due to the Association within six (6) months of
313 becoming due, then that owner's voting rights will stay suspended until the entire amount
314 due to the Association is paid in full.

315 The Board of Directors is free to adopt additional rules regarding the suspension of
316 voting rights as they deem necessary or appropriate for the failure of an owner to pay any
317 sums owed to the Association. Any owner whose privileges are suspended may not vote on
318 any Association matter, nor act as a proxy for another member, nor be elected to or serve on
319 the Board of Directors.
320
321

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

- 326 a) the printed name of the lot owner;
 - 327 b) the signature of the lot owner;
 - 328 c) the lot(s) owned or being purchased by the lot owner; and
 - 329 d) the date the ballot is being signed.
- 330

331 Approval by written ballot is only valid if:

- 332 a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to
333 be present at a meeting authoring such action; and
 - 334 b) the number of approvals equals or exceeds the number of votes required to approve the matter
335 at a meeting.
- 336

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

- 340 a) the number of responses needed to meet the quorum requirements;

- 341 b) the percentage of approvals necessary to approve each matter, other than the election of
342 directors; and
343 c) specify the time by which a ballot must be received by the Association to be counted.
344

345 If a meeting is to be held, then ballots may be mailed or personally delivered to the Association's
346 registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast
347 by owners NOT attending the meeting must be RECEIVED at the Association's registered office by the
348 end of business at least two (2) calendar days prior to the date of the meeting in order to be counted.
349 Unless otherwise stated on the ballot, any ballots received less than two (2) calendar days prior to the
350 meeting date will not be counted.

351 If a meeting is NOT to be held, then owners must mail or personally deliver their ballot to the
352 Association's registered office or agent by the due date stated on the ballot.

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

357 Once a ballot is submitted, it cannot be revoked. If an Owner signs or submits more than one
358 ballot, the first ballot submitted, if possible to determine, will be considered the valid ballot. However, if
359 an Owner signs or submits more than one ballot, and it is not possible to determine which ballot is to be
360 used, the Board may reject all ballots submitted by that Owner.

361 In addition, voting and meeting participation may be held or performed in any manner set forth in
362 the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to
363 participate in Association actions.
364

365 ARTICLE IV

366 Nomination and Election of Directors

367
368
369
370 **Section 1. Nominations.** Nominations for the Board of Directors may be made by any Owner
371 from those persons eligible to serve. Such nominations may be made in writing and presented to the
372 Secretary of the Association or its agent prior to the date of the annual meeting. The Board has the
373 authority to set a deadline date for submitting written nominations prior to the annual meeting.

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

377 If a sufficient number of written nominations are received prior to the date of the annual meeting
378 to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual
379 meeting has the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept
380 additional oral nominations from the floor prior to voting on any open Directorship position.
381

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

387 Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for
388 as many nominees as are to be elected; however, cumulative voting will not be allowed. Those persons
389 receiving the highest number of votes shall be elected. If there is a tie for a directorship position(s), a run-
390 off vote by the Members will be conducted.

391 If no quorum is present at an annual meeting of the Association, or a sufficient number of
392 candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating,
393 written petition or oral nomination, then the remaining members of the Board of Directors may fill any
394 unfilled directorship positions that were open for election at the annual meeting. Any Director so
395 appointed to fill an open position on the Board of Directors will serve the same term as if elected by the
396 members at the annual meeting.
397

398 **Section 3. Conducting Elections by Ballot.** The election of directors may be conducted by
399 ballot so that owners may select their nominees and send in their votes prior to the annual or election
400 meeting. If the number of written nominations received by the Association before the deadline date
401 exceeds the number of open board positions to be filled at the annual or election meeting, then a ballot
402 will be mailed to each owner for voting on new board members. *If the election of directors is conducted*
403 *by ballot voting, then NO write-in nominations or nominations from the floor of the meeting will be*
404 *accepted so everyone has a chance to vote on the same list of candidates.*

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

410 If an insufficient number of written nominations are received by the deadline date to fill all Board
411 positions open for election at the annual or election meeting, then ballot voting will not be conducted and
412 oral nominations will be accepted from the floor of the meeting prior to voting on any open Directorship
413 position.
414

415 ARTICLE V

416 **Board of Directors**

417 **Section 1. Number, Qualifications and Term of Office.**

421 (a). **Number.** The affairs of the Association will be governed and managed by the
422 Board of Directors (collectively called the "Board" or "Directors" and individually called
423 "Director"). The Board of Directors will be composed of five (5) persons. The minimum number
424 of directors may be three (3), and the maximum number may be seven (7). The exact number of
425 directors may be increased or decreased, as permitted by law, by resolution of the Board of
426 Directors. If the number of directors currently serving changes due to the resignation or removal
427 of directors, or if an insufficient number of Members volunteer to fill all possible Board positions,
428 the Board will continue to function with the remaining number of directors until those vacancies
429 can be filled.
430

431 (b). **Qualifications.** A director must be a Member of the Association. An Owner
432 cannot serve as a director if his membership rights in the Association is suspended for any reason
433 as provided in the Declaration, Articles or these Bylaws, nor can an Owner be elected to the
434 Board if the Owner is currently involved in pending litigation with the Association. Any Owner
435 who has been previously removed from the Board of Directors is ineligible to serve on the Board
436 for six (6) years from the date he was removed from the Board. No lot may be represented by
437 more than one person or representative on the Board of Directors at the same time; nor can an
438 Owner, along with a spouse, significant other or family member, hold more than one (1)
439 directorship at the same time, even if the Owner, spouse, significant other, or family member
440 owns more than one (1) lot in Spring Lake Estates.
441

442
443 (c). **Term of Office Generally.** If the current Board is serving on a staggered term
444 basis, the current rotation of terms will be maintained. If the current Board is not serving on
445 staggered terms, then at the first Annual Meeting after these Revised Bylaws are adopted, two (2)
446 directors will be elected to a three (3) year term, two (2) directors will be elected to a two (2) year
447 term, and one (1) director will be elected to a one (1) year term. At future Annual Meetings, all
448 directors will be elected to three (3) year terms based upon this staggered rotation. If the number
449 of directors is increased or decreased, the Board will determine the rotation of the Board terms, so
450 long as approximately one-third (1/3) of the directors are up for election each year. As set forth
451 in IC 32-25.5-3-11, each director will serve his full term and will continue to serve until his
452 successor is properly elected and qualified. There is no limit on the number of terms a director
453 may serve.

454
455 **Section 2. Vacancies and Removal.**

456
457 (a). **Vacancies.** Unless a director is removed from the Board by a vote of the owners,
458 any vacancy or vacancies occurring in the Board will be filled by a majority vote of the remaining
459 members of the Board. A director appointed by the Board or elected by the members to fill a
460 vacancy on the Board will serve the remaining portion of the Board term of the director he is
461 replacing.

462
463 (b). **Removal.** A director or directors may be removed with or without cause by the
464 affirmative majority vote of the voting Members at a duly called meeting for that purpose. If a
465 director is removed by a vote of the Members, then a successor will be elected at the same
466 meeting from eligible Members nominated at the meeting. The person elected to fill the spot of
467 the removed director will serve the remaining portion of the Board term of the director he is
468 replacing.

469 Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to
470 time, the Board of Directors also may remove a director from the Board by a two-thirds (2/3) vote
471 of the Board for the following specific acts: a) failing to attend three (3) or more consecutive
472 meetings of the Board of Directors; b) becoming ineligible to serve on the Board according to any
473 terms set forth in the Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or
474 criminal behavior while performing his duties as a director; d) breach or disclosure of confidential
475 Board or owner information to person(s) not on the Board; or e) performing any action in the
476 name of or on behalf of the Association that is not within the director's duties as set forth under
477 the Bylaws, was not previously authorized by the Board, or was not subsequently ratified by the
478 Board.

479 If a director is removed by a vote of the Board, the vacancy will be filled by a majority
480 vote of the remaining Directors and the appointee will serve the remaining portion of the Board
481 term of the director he is replacing.

482
483 **Section 3. Duties of the Board of Directors.** The Board of Directors is the governing body of
484 the Association. The Board is responsible for overseeing the functions and duties of the Association,
485 which includes such things as the administration of the Real Estate; the management, maintenance, repair,
486 upkeep and replacement of the Common Area (unless these are designated as being the responsibility of
487 the Owners); and collecting assessments and paying the common expenses of the Association.

488 The Board is to carry out these duties in good faith, with the care an ordinarily prudent person in
489 a like position would exercise under similar conditions, and in a manner the Board believes to be in the
490 best interest of the Association. The availability of funds, the unforeseen or unexpected nature of
491 expenses caused by natural, administrative, or regulatory reasons, or any other factor or factors which
492 may hinder or prevent the Board from taking action to fulfill any of these duties will be considered in

493 determining the reasonableness of the Board's actions or failure to provide certain services or
494 maintenance as required.

495 The Board may hire a managing agent. No contract or agreement for professional management of
496 the Association can be for more than a three (3) year term and must allow the termination of the contract
497 or agreement by either party with or without cause upon written notice of ninety (90) days or less, and
498 without payment of any termination fee. The managing agent will help the Board in carrying out its
499 duties, which include such things as:

- 500 (a) maintenance, repair, replacement, landscaping, painting, decoration, furnishing, and
501 upkeep of the Common Areas (unless these are designated as being the responsibility of
502 the Owners);
- 503 (b) obtaining utilities used for the Common Areas (unless the utilities are provided and billed
504 directly to Owners by the utility companies);
- 505 (c) assessment and collection from the Owners of their respective shares of the Common
506 Expenses;
- 507 (e) preparation of an annual budget for the operation of the Association and anticipated
508 common expenses, a copy of which will be mailed or delivered to each Owner;
- 509 (f) preparing and delivering annually to the Owners a full accounting of all receipts and
510 expenses incurred in the prior fiscal year;
- 511 (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the
512 Common Areas and the business and affairs of the Association, itemizing the Common
513 Expenses when possible;
- 514 (h) obtaining and maintaining for the benefit of the Association, the Owners, any Managing
515 Agent and the Board the insurance coverage required under this Declaration and such
516 other insurance coverage as the Board, in its sole discretion, decides is necessary or
517 advisable;
- 518 (i) paying taxes and assessments assessed against the Common Areas and paying any other
519 necessary expenses and costs in connection with the Common Areas;
- 520 (j) enforcing the covenants, restrictions, bylaws and rules and regulations set forth in the
521 Declaration, Articles, Bylaws or adopted rules and regulations;
- 522 (k) all duties and obligations imposed upon the Association or the Board in the Declaration,
523 the Articles, the Bylaws or the Act.

524
525 **Section 4. Powers of the Board of Directors.** The Board of Directors will have the powers that
526 are reasonable and necessary to perform its duties. Some of these powers include the power to:

- 527 (a) hire a managing agent to assist the Board in performing its duties;
- 528 (b) purchase, lease or obtain for the Association any equipment, materials, labor and services
529 that will help the Board perform its functions and duties;
- 530 (c) employ legal counsel, architects, contractors, accountants and others to help advise the
531 Board on the business and affairs of the Association;
- 532 (d) hire, oversee, and discharge personnel that the Board decides is necessary to help perform
533 the maintenance, upkeep, repair and replacement of the Common Areas;
- 534 (e) assess the owners for the costs of performing all of the functions, duties and obligations
535 of the Association as Common Expenses and to pay all such costs from those
536 assessments;
- 537 (f) open and maintain a bank account or accounts in the name of the Association;
- 538 (g) create, adopt, revise, amend or alter from time to time such additional rules and
539 regulations with respect to use, occupancy, operation, enjoyment, and architectural
540 additions or modifications of the Property, including the individual lots, streets (whether
541 public or private), and the Common Areas, with these rules and regulations being in
542 addition to or supplementing the provisions set forth in the Declaration, as the Board, in
543 its discretion, deems necessary or advisable; provided, however, that copies of any

- 544 additional rules and regulations adopted by the Board must be promptly delivered to all
545 Owners at the Owner's last known address unless they are recorded in the Office of the
546 Johnson County Recorder;
- 547 (h) take any appropriate action, including legal action, if necessary, to enforce or gain
548 compliance by all Owners of the provisions, restrictions or requirements within
549 Declaration, Articles, Bylaws, or rules and regulations of the Association;
- 550 (i) grant to public or private companies, entities or bodies as the Board may approve, such
551 easements as may be necessary to provide the Lots, Dwelling Units and Common Areas
552 with facilities for utility and similar services, including but not limited to cable television
553 facilities and service; provided that such easements are located within or are co-extensive
554 with any one or more utility easements, maintenance and access easements, landscape
555 and maintenance easements, or Common Areas shown upon, and identified as such on, or
556 provided for in, any subdivision plat of the Development, whether the plat is currently
557 recorded or recorded later.
558
559

560 **Section 5. Annual Meeting.** The Board of Directors must meet annually following the annual or
561 election meeting of the membership, or at the next regularly scheduled Board meeting, to elect officers.
562

563 **Section 6. Regular Meetings.** Regular meetings of the Board of Directors will be held at such
564 regular intervals, without notice, at a time and place set by resolution of the Board of Directors. If a
565 regular meeting of the Board is to be held on a date other than a regularly scheduled meeting date
566 previously set by the board, then notice of the meeting must be provided to each director personally, by
567 telephone or email, at least twenty-four (24) hours prior to the meeting.
568

569 **Section 7. Special Meetings.** Special meetings of the Board of Directors may be called by the
570 President or by a majority of the members of the Board of Directors, at any place within the State of
571 Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the
572 meeting, given to each director personally, by telephone or email, or notice may be given by U.S. Mail if
573 sent, via first class, postage pre-paid, mail at least three (3) days before the meeting.
574

575 **Section 8. Notice and Waiver of Notice.** Notices of Board meetings must be given to each
576 Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending
577 the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.
578

579 **Section 9. Quorum.** A majority of the entire Board of Directors then qualified and acting will
580 constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the
581 Board of Directors which requires action by a majority of the remaining Directors. Any act of the
582 majority of the Directors present at a meeting at which a quorum is present will be considered an act of
583 the entire Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors
584 present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given
585 other than by announcement at the time of adjournment.
586

587 **Section 10. Attendance at Board Meetings.** Any board member may participate in a board
588 meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or
589 other internet or electronic communication by which all directors participating may hear each other during
590 the meeting. As provided in IC 32-25.5-3-3(g), a Member has the right to attend any meeting of the
591 Board of Directors, except for those meeting where legal issues or delinquent assessments are being
592 discussed.
593

594 **Section 11. Action Taken Without a Meeting.** Any action required or permitted to be taken at
595 a meeting of the Board of Directors or any committee may be taken without a meeting if the action is
596 approved by a majority of the entire Board in writing or via email. If an action is approved via writing or
597 email, evidence of the written or email approval must be made a part of the corporate Board minutes or
598 records. However, failure to keep documentation of the approval does not automatically invalidate the
599 decision.

600
601 **Section 12. Compensation.** No Director may receive any compensation for his services unless
602 compensation is expressly authorized by a majority vote of the Owners. However, any Director may be
603 reimbursed for his actual expenses incurred in the performance of his duties. The Managing Agent, if any
604 is employed, is entitled to reasonable compensation for its services, the cost of which will be a Common
605 Expense.

606 607 608 ARTICLE VI

609 610 Officers

611
612 **Section 1. In General.** The term "Officer" is the name given to the particular position a Director
613 may be serving on the Board. Each officer position carries different duties on the Board. The officers of
614 the Corporation must be members of the Board of Directors and may consist of a President, a Vice
615 President, a Secretary, a Treasurer, etc. The same director can hold more than one officer position, except
616 for the offices of President and Secretary, which cannot be performed by the same person.

617
618 **Section 2. Election and Terms.** Officers are not elected by the members. Only directors are
619 elected by the members. At the first Board meeting held after the election of directors at the annual
620 meeting, the Board of Directors will assign each officer position to a member of the Board of Directors.
621 Each officer will hold that officer position until: a) the next annual meeting of the Board; b) the
622 expiration of the director's term on the Board of Directors; or c) the director's removal or resignation
623 from the Board, whichever occurs first.

624
625 **Section 3. Vacancies and Removal.** Whenever a vacancy occurs in an office due to the death or
626 resignation of the officeholder, or due to new office positions being created by the Board, the vacant
627 office position will be filled by the Board of Directors, and the officer appointed to the office will hold
628 that office until the next annual meeting of the Board.

629 A Director may be removed from an officer position at any time, with or without cause, by a vote
630 of a majority of the whole Board. A Director removed from a particular office shall continue to serve on
631 the Board of Directors and may be re-appointed to a different office or may serve on the Board without an
632 officer designation.

633
634 **Section 4. President.** The President is the chief executive officer of the Corporation. The
635 President presides at all meetings of Voting Members and of the Board of Directors; has general and
636 active supervision, control, and management of the affairs and business of the Corporation, subject to the
637 orders and resolutions of the entire Board; handles the general supervision and direction of all officers,
638 agents and employees of the Corporation; makes sure that all orders and resolutions of the Board are
639 carried into effect; and in general exercises all powers and perform all duties normally part of the
640 President's office and any other powers and duties assigned to him by the Board.

641 The President has full authority to execute proxies on behalf of the Corporation, and to execute,
642 with the Secretary, powers of attorney appointing other corporations, partnerships or individuals as the
643 agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration,
644 the Articles of Incorporation, this Code of Bylaws, and the approval of the entire Board.

645 **Section 5. Vice-President.** The Vice-President acts in the place of the President if the President
646 is absent, unable to act, or refuses to act, and will also have any other duties as may be assigned to him by
647 the Board of Directors or delegated to him by the President.
648

649 **Section 6. Secretary.** The Secretary will attend both Board meetings and Membership meetings
650 and will keep minutes during the meetings and record all votes taken at these meetings. The Secretary is
651 also responsible for making sure all meeting notices are sent to the Board and the Members as required by
652 these Bylaws and the law. The Secretary also keeps or oversees the records of the Corporation as well as
653 the Membership list of the Association. The Secretary also performs any other duties that may be
654 assigned to him by the Board or the President. The Board has the authority to appoint someone to
655 perform the duties of the Secretary or serve as the Secretary's assistant.
656

657 **Section 7. Treasurer.** The Treasurer keeps correct and complete financial records of the
658 Association. The Treasurer is also in charge of the Association's funds and securities and oversees the
659 timely deposit of all money and other valuable effects belonging to the Association in a financial
660 institution selected by the entire Board. The Treasurer also pays the Association's bills as approved by
661 the Board or directed by the President; and in general exercises all the powers and duties customarily
662 performed by the Treasurer's position, and any other powers and duties assigned to him by the Board or
663 the President. The Board has the authority to appoint someone to perform the duties of the Treasurer or
664 serve as the Treasurer's assistant.
665

666 **Section 8. Special Appointments.** The Board of Directors has the authority to appoint any other
667 officers or assistant officers that the Board believes are necessary or advisable. These officers or assistant
668 officers will hold their positions at the discretion of the Board and will have the power and perform the
669 duties assigned to them by the Board. However, these special appointments or assistants, even if they
670 perform the duties of a specific officer, will not have any voting power on the Board.
671

672 673 674 **ARTICLE VII**

675 **Liability of Directors and Officers**

676
677 **Section 1. In General.** The Directors and Officers of the Association will not be liable to the
678 Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties
679 and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross
680 negligence. The Association will indemnify and hold harmless and defend each of the Directors against
681 any and all liability to any person, firm or corporation arising out of contracts made by the Board on
682 behalf of the Association, unless any such contract was made in bad faith. It is intended that the Directors
683 will have no personal liability with respect to any contract made by them on behalf of the Association.
684
685

686 **Section 2. Grounds for Indemnification.** If a director is named as a party to a proceeding
687 based upon his actions as a director, the Association may indemnify the director against liability incurred
688 in the proceeding if:

- 689 (1) the individual's conduct was in good faith; and
690 (2) the individual reasonably believed:
691 (A) in the case of conduct in the individual's official capacity with the corporation, that
692 the individual's conduct was in the corporation's best interests; and
693 (B) in all other cases, that the individual's conduct was at least not opposed to the
694 corporation's best interests; and
695 (3) in the case of any criminal proceeding, the individual:

- 696 (A) had reasonable cause to believe the individual's conduct was lawful; or
697 (B) had no reasonable cause to believe the individual's conduct was unlawful.

698 The termination of a proceeding by judgment, order, settlement, or conviction is not
699 determinative that a director did not meet the required standard of conduct.
700

701 **Section 3. Successful Defense.** Unless limited by the articles of incorporation, the Association
702 will indemnify a director who was wholly successful, on the merits or otherwise, in the defense of a
703 proceeding to which the director was a party, because the director is or was a director of the Association,
704 against reasonable expenses actually incurred by the director in connection with the proceeding.
705

706 **Section 4. Advanced Expense Payments.** The Association may pay for or reimburse the
707 reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition
708 of the proceeding if the following occur:

- 709 (1) The director furnishes the Association a written affirmation of the director's good faith belief
710 that the director has met the standard of conduct described in Section 2 of this Article.
711 (2) The director furnishes the Association a written undertaking, executed personally or on the
712 director's behalf, to repay an advance if it is ultimately determined that the director did not
713 meet the standard of conduct.
714 (3) A determination is made that the facts then known to those making the determination would
715 not preclude indemnification under this chapter.

716 The written undertaking described in #2 above:

- 717 (1) must be an unlimited general obligation of the director;
718 (2) is not required to be secured; and
719 (3) may be accepted without reference to financial ability to make repayment.

720 Determinations and authorizations of payments under this section will be made in the manner
721 specified in Section 6 of this Article.
722

723 **Section 5. Court Ordered Indemnification.** Unless the Association's articles of incorporation
724 provide otherwise, a director of the Association who is a party to a proceeding may apply for
725 indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On
726 receipt of an application, the court may, after giving any notice the court considers necessary, order
727 indemnification in the amount the court considers proper if the court determines one (1) of the following:

- 728 (1) The director is entitled to mandatory indemnification under Section 3 of this Article, in which
729 case the court shall also order the corporation to pay the director's reasonable expenses
730 incurred to obtain court ordered indemnification.
731 (2) The director is fairly and reasonably entitled to indemnification in view of all the relevant
732 circumstances, whether or not the director met the standard of conduct set forth in Section 2
733 of this Article.
734
735

736 **Section 6. Authorization of Indemnification.** The Association may not indemnify a director
737 under Section 2 of this Article unless authorized in the specific case after a determination has been made
738 that indemnification of the director is permissible in the circumstances because the director has met the
739 standard of conduct set forth in Section 2 of this Article.

740 The determination must be made by one (1) of the following procedures:

- 741 (1) By the board of directors by majority vote of a quorum consisting of directors not at the time
742 parties to the proceeding.
743 (2) If a quorum cannot be obtained under subdivision (1), by majority vote of a committee
744 designated by the board of directors consisting solely of at least two (2) directors not at the
745 time parties to the proceeding. Directors who are parties may participate in the designation.
746 (3) By special legal counsel:

- 747 (A) selected by the board of directors or a committee of the board of directors in the
748 manner prescribed in subdivision (1) or (2); or
749 (B) if a quorum of the board of directors cannot be obtained under subdivision (1) and a
750 committee cannot be designated under subdivision (2), selected by majority vote of
751 the full board of directors. Directors who are parties may participate in the selection.
752 (4) By the members. However, memberships voted under the control of directors who are at the
753 time parties to the proceeding may not be voted on the determination.

754 Authorization of indemnification and evaluation as to reasonableness of expenses will be made in
755 the same manner as the determination that indemnification is permissible. However, if the determination
756 is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness
757 of expenses will be made by those entitled in #3 above to select counsel.
758

759 **Section 7. Indemnification of Officers, Agents, and Others.** Unless the Association's articles
760 of incorporation provide otherwise:

- 761 (1) an officer of the Association, whether or not a director, is entitled to:
762 (A) mandatory indemnification under Section 3 of this Article; and
763 (B) apply for court ordered indemnification under Section 5 of this Article in each case;
764 to the same extent as a director;
765 (2) the Association may indemnify and advance expenses under this chapter to an officer,
766 employee, or agent of the Association, whether or not a director, to the same extent as to a
767 director; and
768 (3) the Association may indemnify and advance expenses to an officer, employee, or agent,
769 whether or not a director, to the extent and consistent with public policy that may be provided
770 by articles of incorporation, bylaws, general or specific action of the Association's board of
771 directors, or contract.
772

773 **Section 8. Other Rights to Indemnification.** The indemnification and advance for expenses
774 provided for or authorized by this Article does not exclude other rights to indemnification and advance for
775 expenses that a person may have under the following:

- 776 (1) The Association's articles of incorporation or bylaws.
777 (2) A resolution of the board of directors or of the members.
778 (3) Any other authorization, whenever adopted after notice, by a majority vote of all the voting
779 members of the Association.

780 If the articles of incorporation, bylaws, resolutions of the board of directors or of the members, or
781 other duly adopted authorization of indemnification or advance for expenses limit indemnification or
782 advance for expenses, indemnification and advance for expenses are valid only to the extent consistent
783 with the articles of incorporation, bylaws, or resolution of the board of directors or of the members, or
784 other duly adopted authorization of indemnification or advance for expenses.

785 This Article does not limit the Association's power to pay or reimburse expenses incurred by a
786 director, an officer, an employee, or an agent in connection with the person's appearance as a witness in a
787 proceeding at a time when the person has not been made a named defendant respondent to the proceeding.
788

789 **Section 9. Bond.** The Board of Directors may provide surety bonds (or an equivalent form of
790 coverage) and may require the managing agent (if any), the treasurer of the Association, and such other
791 officers as the Board deems necessary, to provide surety bonds (or an equivalent form of coverage),
792 indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful,
793 abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such
794 sureties as may be approved by the Board of Directors and any such bond (or equivalent form of
795 coverage) must specifically include protection for any insurance proceeds received for any reason by the
796 Board. The expense of any such bonds (or equivalent form of coverage) will be a Common Expense.
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ARTICLE VIII

Committees

The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more committees to assist the Board in carrying out the purposes of the Association. Committee members do not need to be members of the Board of Directors.

Each committee, to the extent provided in such resolution or as authorized by the Act, Articles, Declaration, these Bylaws, or the Board, will have the authority and duties assigned to it by the Board, except that no committee may:

- a. Adopt, amend or repeal the Articles of Incorporation;
- b. Approve or recommend a plan of merger or consolidation of the corporation not requiring Member approval;
- c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or substantially all of the assets of the Corporation;
- d. Approve or recommend to the Members the dissolution of the Corporation or a revocation thereof;
- e. Adopt, amend, or repeal the Bylaws of the Corporation;
- f. Fill vacancies on the Board of Directors or committees;
- g. Elect, appoint or remove Directors or members of committees;
- h. Commit to any financial obligation without prior Board approval;
- i. Fix the compensation of any member of such committee; or
- j. Alter or repeal any resolution of the Board of Directors that by the resolution's own terms cannot be amended or repealed.

Unless the Board directs otherwise, the committee's members may determine when the committee meets and how it performs its duties. The Board of Directors has the power at any time to: a) change the number of committee members; b) change the actual members of a committee; and c) end or discharge a committee. The creation of a committee does not relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by the Indiana Nonprofit Corporation Act of 1991, as amended.

ARTICLE IX

Records of the Association

Section 1. In General. Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection will be available for inspection by any member or other properly designated party at the principal office of the Association or other designated location selected by the Board during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost up to one dollar (\$1.00) per page.

The Association will keep detailed books of account showing all expenditures and receipt of administration which will specify the Common Expenses incurred by or on behalf of the Association and the members. The accounts, books, records, financial statements, and other papers of the Association will be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the inspection date, and said inspection is to be made during reasonable business hours or

849 under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot will
850 be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.
851 The Association is entitled to reimbursement from the party requesting to inspect records any reasonable
852 administrative or reproduction expenses incurred by the Association as a result of the records request.

853 The Association reserves the right to require any member to request inspection of the accounts,
854 books, records, financial statements, and other papers of the Association according to the requirements set
855 forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., IC
856 32-25.5-3-3(g) through (m), and any amendments or changes to these laws. The Association reserves the
857 right to deny an owner access to any records that are not required to be opened for inspection under
858 Indiana law. The Association also reserves the right to charge owners requesting inspection of
859 Association records reasonable copy and search charges and other charges as allowed or not prohibited by
860 law.

861 **Section 2. Record Retention.** Except for ballots voting on a covenant amendment, the
862 Association must keep ballots for a period of ninety (90) days following the meeting date where an
863 election or vote was held. After ninety (90) days has passed, any vote taken at the meeting will be
864 presumed valid and accepted by the membership and the ballots may be destroyed by the Board or their
865 designated agent. Ballots voting on an amendment to the covenants must be permanently retained in the
866 corporate records unless they are attached to the recorded document. This ninety (90) day period does not
867 apply to proxies, which must be attached to and stay with the meeting minutes for which they were used.

868 Membership and Board meeting minutes and all records documenting actions taken by the
869 Members or Board without a meeting must be kept in the permanent records of the Association. Other
870 records of the Association not essential for tax purposes must be kept for a period of three (3) years
871 before being destroyed. Financial records essential for a state or federal tax audit, if one is ever
872 conducted, must be kept for ten (10) years before being destroyed.
873

874 875 876 **ARTICLE X**

877 **Execution of Instruments**

878 **Section 1. Checks, Draft, etc.** All checks, drafts, or other orders for the payment of money,
879 obligations, notes or other evidences of indebtedness of the Association must be signed or endorsed by
880 the Treasurer, President, or another officer, employee or agent of the Association designated by the Board
881 of Directors.
882

883 Signatories on each account held by the Association must be designated and approved by a
884 majority vote of the Board, and the signatories may be removed or replaced at any time by a majority vote
885 of the Board.
886

887 **Section 2. Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar
888 instruments authorized by the Board of Directors must be signed, unless otherwise directed by the Board
889 of Directors or required by law, by the President and attested by the Secretary or another officer.
890

891 Except as provided in these Bylaws, no officer, agent, or employee has the power to bind the
892 Association or to render it liable for any purpose or amount unless the act is previously authorized or later
893 ratified by the Board of Directors.
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ARTICLE XI

Assessments and Fiscal Year

Section 1. Assessments. Each Owner is obligated to pay to the Association annual and special assessments as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within fifteen (15) days of the due date are considered delinquent.

If the assessment is not paid within fifteen (15) days of the due date, the assessment may bear simple interest from the date of delinquency at an annual rate of eight percent (8%) or the current statutory maximum annual interest rate, whichever is less. In lieu of interest, the Association may impose reasonable late fees on all delinquencies. The Board will determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.) and to make any other provisions for late fees and interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses for collecting delinquent amounts or enforcing provisions of the governing documents, including fees charged to the Association by the Association's management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner must reimburse to the Association any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner's account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any assessment as above provided, administrative or management company charges for the handling of the collection account, and reasonable attorneys' fees, together with the court costs of the action.

In addition, an Owner who becomes more than six (6) months delinquent on any assessment or other payment due to the Association will not be eligible to: a) vote on any Association matter, either in person or by proxy; b) act as a proxy for another Owner; c) be elected or serve on the Association's Board of Directors; or d) use any of the Common Area facilities, if any.

Section 2. Fiscal Year. The fiscal year of the Association begins at the beginning of the first day of January in each calendar year and ends at the close of the last day of December of the same calendar year.

ARTICLE XII

Rules and Regulations; Enforcement

Section 1. Rules and Regulations. The Board has the authority to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Property, including the individual lots, streets (whether public or private), common areas, and any other portion of the Property, including the personal conduct of the members and guests thereon, as in the sole discretion of the Board are deemed

950 necessary or advisable. Copies of any rules and regulations adopted by the Board must be delivered to all
951 owners at their last known address unless they are recorded in the Office of the Johnson County Recorder.

952 All rules, regulations, policies, procedures and guidelines are binding and enforceable upon each
953 and every Lot and Member, including all occupants, guests and invitees of any Lot or Member in the
954 Development the same as if it were expressly set forth in the Declaration. Any rules, regulations,
955 policies, procedures and guidelines adopted by the Board may be specifically overruled, cancelled, or
956 modified by the Board or at a duly called and constituted regular or special meeting of the Members by a
957 majority vote of all eligible Members of the Association.
958

959 **Section 2. Enforcement in General.** Any party subject to the Declaration or these Bylaws,
960 including the Association, any committee, or any individual Owner, may proceed at law or in equity to
961 prevent the occurrence, recurrence or continuation of any violation of the Declaration, these Bylaws, or
962 any properly adopted rules, regulations, policies, procedures or guideline of the Association. However,
963 neither the Association nor any committee may be held liable for damages of any kind, including legal
964 fees and costs, to any Owner or person for failing to enforce or carry out any of the provisions of the
965 Declaration or these Bylaws.

966 No delay or failure on the part of the Association or any Owner to seek any available remedy
967 regarding a violation of any provision of the Declaration or adopted rule of the Association will be a
968 waiver by the Association or any Owner (or an estoppel of that party to assert) any right available to him
969 upon the occurrence, recurrence or continuation of a violation of the Declaration or rule adopted by the
970 Association. Likewise, no delay or failure of the Association or any Owner to enforce any particular
971 provision of the Declaration or rule adopted by the Association will be a waiver or estoppel of the
972 Association or Owner to enforce any other provision of the Declaration or rule adopted by the
973 Association.
974

975 **Section 3. Costs and Attorney Fees.** The provisions of the Declaration, Articles, Bylaws, and
976 rules, regulations and architectural guidelines for Spring Lake Estates, including any amendments or
977 modifications made to them, are binding and enforceable upon every Lot and Owner in Spring Lake
978 Estates. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural
979 guidelines adopted by the Board or the Committee, each Owner in violation may be subject to an action at
980 law or in equity by the Association to enjoin the violation or pursue any other relief or remedy as
981 provided in the Declaration, Articles, Bylaws or rules and regulations.

982 If the Association takes any action to enforce any provision or restriction in the Declaration,
983 Articles, Bylaws, or properly adopted rules, regulations and architectural guidelines of the Association,
984 including such acts as preparing and sending violation letters, towing vehicles, self-help, or filing legal
985 action in court, then the Association will be entitled to reimbursement from the party or parties found to
986 be in violation of a covenant, rule or guideline of all its costs and expenses, including reasonable attorney
987 fees, administrative charges by a management agent, and court costs, for the enforcement action.

988 The remedies in this provision are in addition to, or supplement, any remedies of the Association
989 identified in the Declaration, Articles, Bylaws or Rules and Regulations, and may be used or applied to
990 any enforcement activity or action taken by the Association to stop a violation of the Declaration,
991 Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.

992 These remedies are adopted to maintain the intent and spirit of the Declaration, Articles or
993 Bylaws that the Association and its Members should not be penalized or suffer a financial loss to the
994 Association's operating budget for the cost of an enforcement action to get an Owner to comply with the
995 covenants and restrictions in the Declaration, Articles, Bylaws and the properly adopted rules, regulations
996 and guidelines of the Association.
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ARTICLE XIII

Amendments

Section 1. Amendments. The Board of Directors of the Association may alter, amend, repeal the Code of Bylaws or adopt a new Code of Bylaws for the Association, without the approval of the Members, by an affirmative vote of the majority of the members of the Board of Directors of the Association. In addition, and as provided in IC 32-25.5-3-9, the Owners may amend the Bylaws at any time if the consent of seventy-five percent (75%) of the Owners to the amendment(s) has been obtained as evidenced by either of the following: A) The vote of the Owners at a meeting duly called for the purpose of considering the amendment(s); or B) A written instrument signed by the Owners.

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

Section 3. Document Conflicts. In the case of any conflict between the Declaration and the Articles, the Declaration will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control. In the case of any conflict between the Articles and these Bylaws, the Articles will control.

ARTICLE XIV

Grievance Resolution

Section 1. In General. The Association, board members and all owners must follow the grievance resolution provisions of Indiana Code 32-25.5-5 in addressing any claims, except for exempt claims, they may have before filing a legal action in court or any administrative proceeding initiated under applicable law.

ARTICLE XV

The Indiana Nonprofit Corporation Act of 1991

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, along with Indiana Code 32-25.5-3-3(g) through (m), IC 32-25.5-3-10, IC 32-25.5-5, and any other laws applicable to the Association or any matter not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

[End of Revised Bylaws]

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We certify that this Revised and Restated Code of Bylaws of Spring Lake Estates Subdivision Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors.

SPRING LAKE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Mike McLellan
President

11-19-18
Date

Mike McLellan
Printed Name of Director

ATTEST:

Cynthia McCourt
Secretary

11-19-18
Date

Cynthia McCourt
Printed Name of Director

COVENANTS

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Recorded Johnson County, Indiana
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Fee Amt: 59.00

**REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF SPRING LAKE ESTATES,
SECTION ONE, TWO AND THREE**

These covenants are re-recorded to amend Declaration Of Covenants, Conditions And Restrictions Of Spring Lake Estates Subdivision ("Declarant" NKA, Mike Walker, Inc.), from the original, and Item 2.7 and Item 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28 and Item 8.2, and apply to Spring Lake Estates Section One as recorded in Plat Cabinet "C", Page 768 and Spring Lake Estates Section Two as recorded in Plat Cabinet "C", Page 769 and Spring Lake Estates Section Three as recorded in Plat Cabinet "C", Page 770. **D 094**

Cross Reference One: #96012344

Cross Reference Two: #97015508

Prepared By:
Patricia S. Lease
Mike Walker, Incorporated
5840 S. 300 W.
Trafalgar, IN 46181
317-878-4242

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SPRING LAKE ESTATES SUBDIVISION

WITNESSETH THAT:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Spring Lake Estates Subdivision ("Declaration"), made this _____ day of _____, 20____, Bolin and Walker, Inc., "Now Known As", Mike Walker, Inc., (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS the following facts are true:

See Cross Reference # 96012344 – Attached

Subscribed and sworn before me, a Notary Public, in and for said County and State on March 21, 2002.

Michelle D. Stringer


Patricia S. Lease



**MICHELLE D. STRINGER
Comm. Exp: Oct. 18, 2006
Johnson County Resident**

**Prepared By:
Patricia S. Lease
Mike Walker, Incorporated
5840 S. 300 W.
Trafalgar, IN 46181
317-878-4242**

RECEIVED FOR RECORD
JOHNSON COUNTY RECORDER
JEAN HARMON

97015508

97 JUN 18 PM 2:10

**REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF SPRING LAKE ESTATES,
SECTION ONE AND TWO**

These covenants are re-recorded to amend Item 3.17 and Item 4.2 from the original, and apply to Spring Lake Estates Section One as recorded in Plat Cabinet "C", Page 768 and Spring Lake Estates Section Two as recorded in Plat Cabinet "C", Page 769.

Cross Ref. #96012344

Prepared by:
Daniel L. Murray
Franklin Engineering Company
151 West Jefferson Street
Franklin, Indiana 46131
317-736-7168

96012344

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPRING LAKE ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Spring Lake Estates Subdivision ("Declaration"), made this 6th day of June, 19 96 Bolin and Walker, Inc., (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS the following facts are true:

- A. Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit "A" ("Initial Real Estate"); and
- B. Declarant intends to subdivide the Initial Real Estate into 39 residential lots as generally shown on the plat for Spring Lake Estates Subdivision Section One as hereinafter recorded in the Office of the Recorder of Johnson County, Indiana.
- C. Declarant intends to sell and convey the residential Lots within Spring Lake Estates Subdivision and desires to subject the Initial Real Estate to certain terms, covenants, conditions and restrictions in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Initial Real Estate; and
- D. Declarant desires to provide for maintenance of the Drainage System, Common Area and Common Amenities which benefits Spring Lake Estates Subdivision, and to that end desires to establish certain obligations on said Owners (see pg. 4) and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of the Drainage System, Common Area and Common Amenities;
- E. Declarant has or will incorporate under the laws of Indiana a non-profit corporation known as Spring Lake Estates Subdivision Owners' Association, Inc. to provide an agency for which may be delegated and assigned the powers of owning, maintaining and administering the Drainage System, Common Area and Common Amenities, enforcing these restrictions, collecting and disbursing the Assessments and other charges hereinafter created, and promoting the health, safety and welfare of the Owners of the Lots.
- F. Declarant may from time to time subject additional real estate located adjacent to the Initial Real Estate, to the provisions of the Declaration (the Initial Real Estate, together within such additions, as and when the same become subject to the provisions of this Declaration as herein provided, are hereinafter referred to as the "Real Estate").

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in Real Estate as is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the terms, covenants, conditions and restrictions shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having and acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1. GENERAL PURPOSE OF COVENANTS

The Real Estate is hereby subjected to the covenants, conditions and restrictions ("Restrictions") herein to ensure and provide for adequate and proper maintenance of the Drainage System, Common Area and Common Amenities in or serving Spring Lake Estates Subdivision so as to meet the requirements of certain governmental agencies, all for the purpose of benefiting all Lots within Spring Lake Estates Subdivision and to ensure the maintenance of the Drainage System, Common Area and Common Amenities.

2. DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

- 2.1 **Additional Real Estate.** "Additional Real Estate" means any land adjacent thereto subsequently acquired by Declarant.
- 2.2 **Architectural Control Committee.** The Architectural Control Committee, or "ACC" means the Architectural Control Committee for Spring Lake Estates Subdivision to be appointed in accordance with this declaration.
- 2.3 **Assessment.** "Assessment" means the share of the Maintenance Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this declaration.
- 2.4 **Association.** "Association" means Spring Lake Estates Subdivision Home Owners' Association, Inc., a non-profit Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this declaration.
- 2.5 **Board of Directors.** "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.
- 2.6 **Spring Lake Estates Subdivision.** The term "Spring Lake Estates Subdivision" means all sections of the Real Estate as platted and recorded by Declarant in accordance with the provisions of this Declaration.
- 2.7 **Declarant.** "Declarant" means Mike Walker, Inc., or any other person, firm, corporation or partnership which succeeds to the interest of Mike Walker, Inc., as developer of Spring Lake Estates Subdivision.

- 2.8 **Common Amenities.** "Common Amenities" Shall mean all landscaping, decorative signage, lighting or other such common amenities provided by the Association within the streets, Easements or Lake Areas.
- 2.9 **Common Area.** "Common Area " shall mean those areas shown as Common Areas on the plat or plats of Spring Lake Estates Subdivision.
- 2.10 **Restriction.** "Restrictions" means those covenants, conditions and restrictions affecting the Real Estate as established by Declarant in this Declaration.
- 2.11 **Drainage System.** "Drainage System" means the open ditches, swales, storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities or other such drainage improvements located in, upon, or under the Easements, Streets, Lakes, Lake Area or Common Area and all appurtenances thereto relating to the purpose of controlling the drainage of surface and subsurface waters from, over and across Spring Lake Estates Subdivision.
- 2.12 **Easements.** "Easements" mean to those areas reserved as easements, including those shown as "Offsite" easements, on the plat or plats of Spring Lake Estates Subdivision.
- 2.13 **Initial Real Estate.** "Initial Real Estate" means the land described in Exhibit "A".
- 2.14 **Lake.** "Lake" means the lake created by storm water retention within the Lake Area.
- 2.15 **Lake Area.** "Lake Area" means those areas reserved as Drainage and Utility easements and indicated to have Lakes within them, on the Plat or Plats of Spring Lake Estates Subdivision.
- 2.16 **Lake Lot Owners.** "Lake Lot Owners" means the Owners of Lots which abut Lake Area as shown on the plat or plats of Spring Lake Estates Subdivision.
- 2.17 **Lot.** "Lot" means any of the separate parcels numbered and identified on the plat or plates of Spring Lake Estates Subdivision, as the same may be recorded from time to time.
- 2.18 **Maintenance Expense.** "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Drainage System, Common Area and Common Amenities and any other cost or expense incurred by the Association for the benefit and perpetuation of the Drainage System, Common Area and Common Amenities.
- 2.19 **Mortgagee.** The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.
- 2.20 **Owner.** "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

- 2.21 **Plat.** "Plat" means the final Plat or Plats of Spring Lake Estates Subdivision as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.
- 2.22 **Real Estate.** "Real Estate" means the Initial Real Estate, together with such additional parcels of the Additional Real Estate subjected by the Declarant to this Declaration by written instrument recorded in the office of the Recorder of Johnson County, Indiana.
- 2.23 **Streets.** "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the plat or plats of Spring Lake Estates Subdivision, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

3. GENERAL RESTRICTIONS

- 3.1 **Maintenance of Premises.** In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects to be placed or suffered to remain anywhere thereon. Owner shall maintain their Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall:
- (a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly.
 - (b) Cut down and remove dead trees.
 - (c) Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly.
 - (d) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Lot and/or Spring Lake Estates Subdivision.

Failure to comply shall warrant the Declarant, authorized agents of the Town of Trafalgar or the Association to cut the growth or weeds, or clear the refuse from the Lot at the expense of the Owner, and shall be a lien against said Lot for the expense thereof.

- 3.2 **Residential Purpose.** No Lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars.
- 3.3 **Setbacks.** No building shall be located on any lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. The minimum side yard set back shall be six feet (6') and minimum aggregate of the side yards on any lot shall be 12 feet (12'). The minimum rear yard set back shall be fifteen feet (15'). For the purposes of this covenant, eaves, steps and open porches shall

not be considered as a part of the building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

- 3.4 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 3.5 **Unoperative Parked Vehicles.** At no time shall any unlicensed, unoperative vehicle be permitted on any lot, street or easement (unless kept entirely within a garage).
- 3.6 **Trucks, Boats, Recreational Vehicles.** No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any lot, street, or easement (unless kept entirely within a garage).
- 3.7 **Residential Vehicles.** There shall be no extended street parking of residential vehicles within Spring Lake Estates Subdivision after 2:00 AM.
- 3.8 **Nuisance.** No noxious, obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music, activities, or barking dogs.
- 3.9 **Outdoor Storage.** No large volume of materials or supplies, large machinery or equipment shall be permitted to be kept or stored on any lot except within the dwelling.
- 3.10 **Drainage Ditches.** Drainage swales (ditches) along dedicated roadways and within the right-of-way are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the authorized agents of Johnson County. Owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by authorized agents of the Town of Trafalgar.
- Any Owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, authorized agents of the Town of Trafalgar may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.
- 3.11 **Signs.** No sign of any kind shall be displayed to the public view on any Lot excepted one (1) professionally manufactured sign of not more than five square feet advertising the property for sale or rent.
- 3.12 **Childcare Services.** No pre-school, babysitting business or such childcare services for more than six (6) children shall be allowed to operate upon any lot.
- 3.13 **Mining Operations.** No oil drilling, oil development, oil refining quarrying, or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or

other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- 3.14 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use and are housed within the dwelling. One (1) dog may be kept within a fenced in yard of said dwelling and under no circumstance shall any pet run loose in the Subdivision. The dog shall have proper housing and care from the weather such as a doghouse and in that the doghouse does not become unsightly shall be maintained in a responsible manner. If a dog is kept outside within a fenced yard, the dog shall be properly maintained so as not to become a nuisance to the neighboring homeowners, i.e.; excessive barking and poor lawn care etc.
- 3.15 **Rubbish, Trash and Garbage.** Rubbish, trash and garbage or any other waste shall not be allowed to be compiled, accumulate or dumped on any lot. Garbage and trash shall be kept in appropriate containers, which are not visible from the street, except on collection day.
- 3.16 **Corner Lot.** No fence, wall, storage building, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and ten (10) feet above the centerline grades of the intersecting streets shall be placed or permitted on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points thirty-five (35) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersections of the street right-of-way lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. No storage building shall sit in a location that is unsightly or an obstruction to a neighboring homeowner to the left Lot behind corner Lot or to the right Lot behind corner Lot.
- 3.17 **Field Tiles.** Any field tile or underground drain, which is on any lot, must be allowed to perpetuate and all owners of the lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.
- 3.18 **Minimum Living Space.** The minimum square footage of living space of dwelling within Spring Lake Estates Subdivision, exclusive of porches, garages or basements shall be no less than:
- (a) Twelve hundred (1200) square feet for single story dwelling; and
 - (b) Seven hundred and fifty (750) square feet for the ground floor of two-story dwellings and fifteen hundred (1500) square feet total.
- 3.19 **Storage Buildings.** No detached garages, sheds, barns, shacks or tents shall be maintained on any lot. Storage buildings may be approved by the Architectural Control Committee (ACC) with strict adherence to the Architectural Control Committee standards, specifications and requirements which shall include, but not be limited to the requirement that the roof and siding and or trim color schemes match the dwelling on the

lot or building size shall not exceed 10 x 22 or 220 sq. ft with Lot size being a deciding factor as to the size of storage building

- 3.20 **Driveways and Carports.** All driveways must be paved with concrete. Architectural Committee must approve improvements or alterations to driveway. No carports are permitted.
- 3.21 **Communication Devices.** Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof. Television satellite receivers shall not exceed 24" in diameter.
- 3.22 **Wells and Septic Tanks.** No water wells shall be drilled on any lot. Septic tanks are prohibited.
- 3.23 **Swimming Pools.** Above ground swimming pools are prohibited. All In-ground pools will need approval by Architectual Committee.
- 3.24 **Construction, Earth-Moving, Excavation.** No construction, earth moving or excavating work of any nature may be conducted on any lot. No significant construction, earth-moving, or excavating work of any nature may be conducted by the owner within the easements.
- 3.25 **Fences, Walls and Barriers.** All fences, walls, barriers, and storage buildings or like structures must be approved in writing by the ACC prior to their construction. No such structures shall exceed eight feet (8') in height. No such structure shall be placed closer to the front lot line than the front building setback line.
- 3.26 **Structures.** No decorative structure, statue, or other structure may be placed on the lot closer to the front lot line than the front building setback line.
- 3.27 **Construction, Earth-Moving, Excavation.** No significant construction, earth moving, or excavation work of any nature may be conducted by the Owner within the Easements.
- 3.28 **Television Satellite Receivers.** Television satellite receivers shall not exceed 24" in diameter and shall be attached to the dwelling.

4. LAKE AREAS

- 4.1 **Lake Drainage Easements.** The Association shall have a permanent easement over, across and under all Lake Area(s) and Common Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructions and/or repairing the Lake Area(s) and/or Common Area, and all facilities, improvements and appurtenances thereto, as may be necessary for the Lake Areas to property function, serve and provide its intended storm water retention and related or drainage benefits to Spring Lake Estates Subdivision, ("Drainage Easement").
- 4.2 **Recreational Lake Use.** Recreational use of the Lake areas shall be determined by the lake lot owners Board of Managers. The design purpose of the lake as a storm water detention basin shall not be compromised.

- 4.3 **Board of Managers.** Upon the Declarant relinquishing control of the Association pursuant to this Declaration, the Lake lot Owners shall form an association in which each Lake lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting Lake lot Owners shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.
- 4.4 **Rules and Regulations.** The Declarant, and subsequent to Declarant relinquishing control of the Association; the Lake Lot Owners shall specifically adopt rules and regulations relating to landscaping, tiering, terracing, seawalls or other short line protection or decoration, docks, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of detailed plans submitted to the Declarant or the Board of Managers upon its formulation as provided above. The Board of Managers shall in no case approve and facilities or structures which in any way negatively affect the drainage functions of the lake or the Drainage Easement rights held by the Association.
- 4.5 **Non-Liability of Board of Managers.** Neither the Declarant nor the Board of Managers shall not be held as an entity, collectivity, individually or personally liable in the discharge of its/his/their official duties.
- 4.6 **Non-Disturbance of Lake Areas and Common Area.** Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, division of water, change in elevation of lake level, earth disturbance resulting in silting, or any conduct which could result in an adverse affect upon drainage of the subdivision, proper Lake Area management, or water quality.
- 4.7 **Enforcement of Lake Area Rules.** The Declarant, and subsequent Declarant relinquishing control of the Association, the Board of Managers, in behalf of all Lake Lot Owners, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated, rules and regulations or damage incurred, and upon recovery of judgement shall be entitled to costs together with reasonable attorney's fees.

5. **SPRING LAKE ESTATES SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE**

- 5.1 **APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE.** The Board of Directors of the Association, or Declarant, so long as Declarant owners more than three (3) Lots and, shall appoint an ACC to be composed of three (3) members.
- 5.2 **Builder Approval.** The Declarant through the ACC shall establish a set of Builder Standards to apply to all persons or entities intending to provide construction services for the initial construction of a residential dwelling upon a Lot ("Builder").

All builders must be pre-approved by the ACC prior to construction activities on the lot and shall be obligated to follow all rules and regulations established by the ACC pursuant to this provision, throughout the course of such construction.

5.3 **Construction Approvals.** No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Spring Lake Estates Subdivision until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the ACC. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the ACC. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the ACC. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

5.4 **Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

5.5 **Liability of Committee.** Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5.6 **Inspection.** The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

6. RESTRICTIONS FOR MAINTENANCE ASSESSMENTS

6.1 **Purpose of the Assessment.** The Assessment levied by the Association shall be used for the purpose of maintenance of the Drainage System, Common Area and Common Amenities serving Spring Lake Estates Subdivision, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Drainage System, Common Area and Common Amenities provided that the Association shall not be responsible for the replacement, repair or maintenance of any part of the Drainage System,

Common Area and Common Amenities which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

6.1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

6.1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

- 6.2 **Liability for Assessments.** Each Assessment, together with any interest thereon and any cost of collection thereof, including any interest thereon and any cost of collection thereof, including attorneys' fees, shall be a charge on each lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each lot. Each such Assessment, together with any interest thereon and any cost of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each lot at the time when the Assessment is due. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.
- 6.3 **Pro-rata Share.** The pro-rata share of each Owner for purposes of this section shall be the percentage obtained by dividing one by the total number of lots shown on the Plat or Plats of Spring Lake Estates Subdivision, as the same may be recorded from time to time ("Pro-Rata Share").
- 6.4 **Basis of Annual Assessments.** The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.
- 6.5 **Basis of Special Assessments.** Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.
- 6.6 **Fiscal Year; Date of Commencement of Assessments; Due Dates.** The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all lots in Spring Lake Estates Subdivision on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to Section 10.13 below. Declarant shall not be obligated to pay any assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of

the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

6.7 Duties of the Association.

- 6.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each owner for duty authorized representative of any owner at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by owner within thirty (30) days after the date of actual mailing of such notice.
- 6.7.2 Association shall promptly furnish to any owner or mortgagee upon request a certificate in writing signed by the officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting owner's or mortgagee's lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.
- 6.7.3 The Association shall notify any mortgagee from which it has received a written request for notice of any default in the performance by any owner of any obligation under the By-Laws of the Association or this Declaration which is not cured within sixty (60) days.

6.8 Non-Payment of Assessment; Remedies of Association.

- 6.8.1 If any Assessment is not paid on the date when due, then such Assessment any interest thereon and any cost of collection thereof, including attorney's fees, become a continuing lien on the lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the owner of such lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such owner and all future successors and assignees of such owner in such lot; provided, however, that such lien shall be subordinate to any mortgage on such lot recorded prior to the date on which such Assessment becomes due.
- 6.8.2 If any Assessment upon any lot is not paid within fifteen (15) days after due date, such Assessment and all costs of collection thereof, including attorney's fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgements rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent owner to enforce payment of the same and/or

to foreclose the lien against said owner's lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorney's fees, and in the event a judgement is obtained, such judgement shall include such interest, costs, and attorneys' fees.

- 6.9 **Adjustments.** In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessment for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance Expenses for that fiscal year, a Pro-Rata Share of Such excess shall be a credit against the Assessment(s) due from each owner of the next fiscal year(s).

7. **DECLARANT'S/ASSOCIATION'S RIGHTS TO GUARANTEE COMPLIANCE**

- 7.1 In the event the owner of a lot in Spring Lake Estates Subdivision shall fail to maintain that lot or any of its improvements situated therein in accordance with the provisions of these Restrictions, the Association, prior to the Association's incorporation, the Declarant, shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said lot, perform such acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these Restrictions. The cost thereof to the Association or Declarant shall be collected in any reasonable manner from owner. Neither Association/Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder at the time dwellings are constructed upon.

8. **ORGANIZATION AND DUTIES OF ASSOCIATION**

- 8.1 **Organization of Association.** The Declarant shall establish the Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed by Declarant.
- 8.2 **Membership.** The members of the Association shall consist of the Declarant and the owners of the lot in Spring Lake Estates Subdivision as the same may be platted from time to time, provided that, in the event that any one lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

- Class A.** Class A members shall be all owners with the exception of the Declarant and 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to class membership on the happening of the following event:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

8.3 **Board of Directors.** The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

8.4 **General Duties of the Association.** The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repairs and replacement, of the Drainage System, Common Area and Common Amenities, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Drainage System, Common Area and Common Amenities and common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Restrictions contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owner or in the nature of willful, intentional, fraudulent, or reckless misconduct.

8.5 **Amendment of Declaration.** The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such actions provided, however, that any such amendment of this Declaration shall not bring about any inequitable Assessments on any particular Owner(s). Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall substantially alter the

Drainage System, Common Area and Common Amenities or effect a modification of any covenants or commitments undertaken in connection with any platting approvals or zoning without the prior approval of the appropriate government authorities.

8.6

Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with the Drainage System, Common Area and Common Amenities. The Association shall also maintain in force adequate casualty and extended coverage insurance, insuring the Drainage System, Common Area and Common Amenities against casualty, vandalism and such other hazards as may be insurable under standard "extended coverage" provisions, in any amount equal to the full replacement value of such Drainage System, Common Area and Common Amenities improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the property manager, their respective employees and agents, the Low Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Low Owners for loss of funds resulting from fraudulent or dishonest acts of any Director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' Assessment on all lots in Spring Lake Estates Subdivision, plus the Associations' reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bond can be canceled or substantially modified for any reason.

8.7

Condemnation; Destruction. In the event that any of the Drainage System, Common Area and Common Amenities shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interest of the Owners or any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnations, damage, or destruction. Any sums recovered by

the Association shall be applied, first, to the restoration and repair of any part of the Drainage System, Common Area and Common Amenities condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Drainage System, Common Area and Common Amenities or turned over to the Owner in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damage to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Drainage System, Common Area and Common Amenities; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such owners over to such owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any part of the Drainage System, Common Area and Common Amenities.

- 8.8 **Mortgagees' Rights.** The mortgagees shall have the right, at their option, jointly or severally, to pay charges which are in default or which may or have become a charge against the Drainage System, Common Area and Common Amenities, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Drainage System, Common Area and Common Amenities, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

9. **EXPANSION OF SUBDIVISION**

- 9.1 **Method and Scope of Expansion.** Declarant, at its option, and from time to time, may expand Spring Lake Estates Subdivision to include all or any parts of the Additional Real Estate described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Area, drainage facilities and/or other such common amenities which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a Plat of such section, consistent in detail and layout with Plat of sections previously recorded, and by the recordation of a supplemental declaration imposing upon such sections the terms and conditions of this Declaration, together with any provisions particular to such sections. Declarant hereby covenants that the total number of Lots in Spring Lake Estates Subdivision shall not exceed One Hundred Sixty-Three (163) and that no real estate shall be added thereto which is not within that described Exhibit A.
- 9.2 **Time for Expansion.** No additional sections shall be added after the date which is fifteen (15) years after the date on which the first Plat for Spring Lake Estates Subdivision was recorded.

10. **GENERAL PROVISIONS**

- 10.1 **Restrictions Run With the Land.** The restrictions created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.
- 10.2 **Scope of Restrictions.** Declarant and each owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the restrictions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each owner of each lot. Declarant and each owner shall be entitled to enforce this Declaration against any owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each owner shall be liable for any failure to fully comply with all the restrictions contained in this Declaration only so long as each such owner shall have any interest in any lot; provided, however, that the relinquishing of all of such interest shall not operate to release any owner from liability for a failure to comply with this Declaration which occurred while said owner had such interest.
- 10.3 **Attorney's Fees.** As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting owner, such defaulting owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.
- 10.4 **Failure to Enforce Not a Waiver of Rights.** The Failure of Declarant, the Association, or any Owner to enforce any Covenant herein contained shall in no event be a waiver of the right to do so thereafter, nor of the right to enforce any other such Covenant.
- 10.5 **Rights of Mortgagees.** Except to the extent otherwise provided herein, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Other provisions herein notwithstanding, neither the owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.
- 10.6 **Effect of Invalidation.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- 10.7 **Section Headings.** Section headings used herein are used for convenience only and are not intended to be part of this Declaration or in

any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

- 10.8 **Notices.** All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (1) upon personal delivery to the individual person, if any, designated in writing by the owner, as listed in the roster of owners names and addresses referred to hereinabove; or (b) seventy-two hours after the deposit thereof in any United states main or branch post office, first class postage prepaid, property addressed to the addressee thereof at the address listed in the said roster.
- 10.9 **Deed Clause to Implement Declaration.** Each owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:
- “By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the restrictions for Spring Lake Estates Subdivision Drainage System, Common Area and Common Amenities pertaining to the real estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana”, and property identifying the instrument number therein. However, the failure t include such clause shall not have any effect on this Declaration or the enforceability thereof against any owner of any interest in any portion of the Real Estate.
- 10.10 **Provision Against Merger.** Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Restrictions contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner or any part of the Real Estate at the time this Declaration is executed or recorded.
- 10.11 **Reservations of Declarant.** Other provisions herein notwithstanding, Declarant hereby reserves the right to make such ^{changes} appropriate by Declarant, so long as Declarant owns at least three (3) Lots within Spring Lake Estates Subdivision without the approval or consent of the Owners or Mortgagees of the Lots provided that the Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declarant to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.
- 10.12 **Transfer of Control of Owner's Association.** Declarant shall transfer control of the Owner's Association to the Lot Owners no later than the earlier of (a) four months (4) after three-fourths (3/4) of the Lots have been conveyed to Lot purchasers or (b) seven (7) years after the first Lot is conveyed.

EXHIBIT "A"

SPRING LAKE ESTATES SECTION ONE
LEGAL DESCRIPTION

Part of the East Half of the Southeast Quarter of Section 2, Township 11 North, Range 3 East of the Second Principal Meridian in the Town of Trafalgar, Johnson County, Indiana, described as follows:

Beginning on the South line of the said Half Quarter Section at a point that is 392.00 feet West of the Southeast corner thereof, thence North 89 Degrees 37 minutes 42 seconds West on and along the said South Line 658.72 feet; thence North 0 Degrees 07 minutes 25 seconds West 185.65 feet; thence North 89 Degrees 37 minutes 42 seconds West 266.11 feet to the West line of the said Half Quarter Section; thence North 0 Degrees 07 minutes 25 seconds West on and along the said West line 426.20 feet; thence North 89 Degrees 52 minutes 35 seconds East 179.87 feet; thence South 0 Degrees 07 minutes 25 seconds East 20.85 feet; thence South 89 Degrees 37 minutes 42 seconds East 357.26 feet; thence South 27 Degrees 19 minutes 53 seconds East 62.48 feet; thence North 62 Degrees 40 minutes 07 seconds East 170.00 feet; thence South 27 Degrees 19 minutes 53 seconds East 34.91 feet; thence North 62 Degrees 40 minutes 17 seconds East 121.98 feet; thence South 28 Degrees 43 minutes 40 seconds East 70.02 feet; thence North 62 Degrees 40 minutes 07 seconds East 64.43 feet; thence South 0 Degrees 00 minutes 00 seconds East 425.11 feet; thence North 89 Degrees 37 minutes 42 seconds West 6.04 feet; thence South 0 Degrees 00 minutes 00 seconds East 185.65 feet to the Point of Beginning, containing 11.5946 acres, more or less, subject to all legal right-of-way and easements.

Prepared by:
Steven B. Williams
Franklin Engineering Company
151 West Jefferson Street
Franklin, IN 46131
317-736-7168

EXHIBIT "B"

LEGAL DESCRIPTION
SPRING LAKE ESTATES SECTION TWO

Part of the East Half of the Southeast Quarter of Section 2, Township 11 North, Range 3 East of the Second Principal Meridian in the Town of Trafalgar, Johnson County, Indiana, described as follows:

Beginning on the South line of said Half Quarter Section at a point that is 392.00 feet West of the Southeast corner thereof; thence North 0 Degrees 00 minutes 00 seconds West a distance of 185.65 feet; thence South 89 Degrees 37 minutes 42 seconds East a distance of 6.04 feet; thence North 0 Degrees 00 minutes 00 seconds West 425.11 feet to the Point of Beginning; thence South 62 Degrees 40 minutes 07 seconds West to a distance of 64.43 feet; thence North 28 degrees 43 minutes 40 seconds West a distance of 70.02 feet; thence South 62 Degrees 40 minutes 07 seconds West a distance of 121.98 feet; thence North 27 Degrees 19 minutes 53 seconds West a distance of 34.91 feet; thence South 62 Degrees 40 minutes 07 seconds West a distance of 170.00 feet; thence North 27 Degrees 19 minutes 53 seconds West a distance of 140.00 feet; thence North 62 Degrees 40 minutes 07 seconds East a distance of 120.00 feet; thence North 27 Degrees 19 minutes 53 seconds West a distance of 60.09 feet; thence North 62 Degrees 40 minutes 07 seconds East a distance of 166.61 feet; thence North 29 Degrees 03 minutes 01 seconds West a distance of 64.91 feet; thence North 6 Degrees 23 minutes 58 seconds West a distance of 49.38 feet; thence North 26 Degrees 06 minutes 27 seconds West a distance of 219.97 feet; thence North 37 Degrees 48 minutes 58 seconds West a distance of 125.63 feet; thence North 23 Degrees 31 minutes 48 seconds West a distance of 162.74 feet; THENCE South 88 Degrees 34 minutes 42 seconds East a distance of 237.99 feet; thence North 90 Degrees 00 minutes 00 seconds East a distance of 130.00 feet; thence 84 Degrees 25 minutes 38 seconds East a distance of 50.24 feet; thence North 90 Degrees 00 minutes 00 seconds East a distance of 115.00 feet; thence North 0 Degrees 00 minutes 00 seconds East a distance of 30.00 feet; thence North 90 Degrees 00 minutes 00 seconds East a distance of 335.00 feet; thence South 0 Degrees 00 minutes 00 seconds East a distance of 300.00 feet; thence North 90 Degrees 00 minutes 00 seconds West 385.95 feet; thence South 0 Degrees 00 minutes 00 seconds East a distance of 507.98 feet to the Point of Beginning, containing 8.8424 acres, more or less, subject however to all legal rights-of-way and easements of record.

Prepared by:
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151 West Jefferson Street
Franklin, IN 46131
317-736-7168

EXHIBIT "C"
LEGAL DESCRIPTION
SPRING LAKE ESTATES SECTION THREE

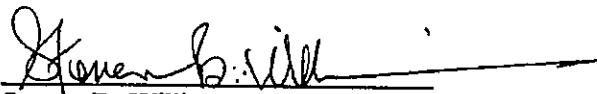
Part of the East Half of the Southeast Quarter of Section 2, Township 11 North, Range 3 East of the Second Principal Meridian in the Town of Trafalgar, Johnson County, Indiana, described as follows:

Commencing on the South line of the said Half Quarter Section at a point that is 392.00 feet West of the Southeast corner thereof; thence North 0 degrees 00 minutes 00 seconds West a distance of 185.65 feet; thence South 89 degrees 37 minutes 42 seconds East a distance of 6.04 feet; thence North 0 degrees 00 minutes 00 seconds West 425.11 feet; thence South 62 degrees 40 minutes 07 seconds West a distance of 64.43 feet; thence North 28 degrees 43 minutes 40 seconds West a distance of 70.02 feet; thence South 62 degrees 40 minutes 07 seconds West a distance of 121.98 feet; thence North 27 degrees 19 minutes 53 seconds West a distance of 34.91 feet; thence South 62 degrees 40 minutes 07 seconds West a distance of 170.00 feet; thence North 27 degrees 19 minutes 53 seconds West a distance of 62.48 feet to the Point of Beginning; thence North 89 degrees 37 minutes 42 seconds West a distance of 357.26 feet; thence North 0 degrees 07 minutes 25 seconds West a distance of 20.85 feet; thence South 89 degrees 52 minutes 35 seconds West a distance of 179.87 feet; thence North 0 degrees 07 minutes 25 seconds West a distance of 1460.08 feet; thence South 89 degrees 31 minutes 19 seconds East a distance of 986.31 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 681.00 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 115.00 feet; thence North 84 degrees 25 minutes 38 seconds West a distance of 50.24 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 130.00 feet; thence North 88 degrees 34 minutes 42 seconds West a distance of 237.99 feet; thence South 24 degrees 31 minutes 48 seconds East a distance of 162.74 feet; thence South 37 degrees 48 minutes 58 seconds East a distance of 125.63 feet; thence South 26 degrees 06 minutes 27 seconds East 219.97 feet; thence South 06 degrees 23 minutes 58 seconds East a distance of 49.38 feet; thence South 29 degrees 03 minutes 01 seconds East a distance of 64.91 feet; thence South 62 degrees 40 minutes 07 seconds West a distance of 166.61 feet; thence South 27 degrees 19 minutes 53 seconds East a distance of 60.09 feet; thence South 62 degrees 40 minutes 07 seconds West a distance of 120.00 feet; thence South 27 degrees 19 minutes 53 seconds East a distance of 77.52 feet to the Point of Beginning, containing 26.17 acres, more or less, subject however to all legal rights-of-way and easements of record.

I certify that the above plat is a true and accurate representation of the described real estate consisting of 85 lots as shown hereon. The size of lots and widths of streets are as shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 30th day of DEC., 1997

FRANKLIN ENGINEERING COMPANY



Steven B. Williams
Registered Land Surveyor No. S 0390

