

**AMENDED AND RESTATED BYLAWS for  
WESTMINSTER VILLAS**  
(A 55 and Older Community, known as the "Villas")

Revised October 18, 2022

**ARTICLE ONE**  
**NAME AND PURPOSE**

**1.1 Name and Purpose.** These are the Bylaws of the Westminster Villas Homeowners Association, Inc., a not-for-profit corporation existing under the laws of the State of Indiana, the Articles of Incorporation for which were filed in the Office of the Indiana Secretary of State on the 11<sup>th</sup> day of September, 2003 (the "Association"), and duly organized for the purpose of administering a homeowner association pursuant to the provisions of Ind. Code § 32-25.5-1-1 *et seq.*

**ARTICLE TWO**  
**DEFINITIONS**

**2.1 Definitions.** The following terms, as used in these Bylaws, unless the context clearly indicates otherwise, shall mean the following:

- a. **"Act"** refers to the Association's election to be governed by the Homeowners Association Act, codified at Ind. Code 32-25.5 *et seq.*, as may be amended from time to time.
- b. **"Articles"** are the Articles of Incorporation of the Association originally filed in the Office of the Indiana Secretary of State on September 11, 2003, and any subsequent amendments thereto.
- c. **"Association"** is the Westminster Villas Homeowners Association, Inc., an Indiana Nonprofit Corporation.
- d. **"Board"** is the Association Board of Directors as provided for herein.
- e. **"Bylaws"** refer to this instrument, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.
- f. **"Common Areas"** are the areas and facilities appurtenant to the Property as set forth in Article III of the Declaration.
- g. **"Common Expenses"** are expenses of administration of the Association and expenses for the upkeep, maintenance, repair, resurfacing, and the replacement

of the Common Areas and Property as hereinafter provided; including all sums lawfully assessed against the Unit Owner by the Association pursuant to the Declaration or these Bylaws.

- h. **"Declaration"** refers to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Westminster Villas, including any amendments thereto, as adopted by the Association, and as may be further amended from time to time by the Association.
- i. **"Lot"** is the land component of a Unit, upon which the housing structure is constructed.
- j. **"Membership"** is the collective group comprised of all Voting Members.
- k. **"Overnight"** is the time period between midnight and 6:00 am.
- l. **"Possessed Vehicle"** is a motorized vehicle possessed by a Resident or Guest where possession was achieved through purchase, lease, rent, or other type of arrangement, including a vehicle the Resident or Guest is permitted to use without a financial compensation requirement such as a vehicle loaned to a Unit Owner, Resident, or Guest for their use.
- m. **"Property"** is all of the private streets, driveways, sidewalks, fences, land, property, and space comprising Westminster Villas, including all improvements and structures erected, constructed or contained on the above-described real estate, and all easements, rights and appurtenances belonging hereto, and all the furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined.
- n. **"Proxy"** is a person authorized in writing to cast a vote during Association meetings on behalf of a Voting Member recognized by the Association.
- o. **"The Villas"** is the alternate name used in reference to Westminster Villas.
- p. **"Unit"** is a sole and separate individually owned residence comprised of a housing structure and the land upon which the housing structure is placed. There are 54 Units located within the Villas.
- q. **"Unit Owner"** is the Villas property owner of record according to the most recently recorded conveyance document as duly recorded in the Office of the Recorder of Delaware County, Indiana. A Unit Owner may be any one or more of the entities described in Ind. Code § 32-25-2-17, as may be amended from time to time. When property ownership is other than a single individual, the Association may recognize a single individual who has been duly authorized by the Unit Owner to receive any Association-related communications and/or represent the Unit Owner at any Association meetings.

- r. **"Unit Owner Representative"** is an individual who the Unit Owner has authorized in writing to represent the Unit Owner regarding Unit operation and Association-related matters when the Unit Owner is unable to act on their own behalf. The authority of a Unit Owner Representative may be specified on the "Unit Owner Representative Form" submitted to the Association Secretary by the Unit Owner; however, a Unit Owner Representative authorization may not include Proxy voting rights unless a separate Proxy authorization form is submitted by the Unit Owner. Except in reference to Proxy voting, the term Unit Owner also includes a Unit Owner Representative with sufficient authorization to represent the Unit Owner regarding the matter at hand.
- s. **"Unit Ownership"** is the ownership interest in a part of the Property consisting of one Unit and the undivided interest in the Common Areas.
- t. **"Voting Member"** is the Unit Owner when the Unit is owned by a single individual, or, when property ownership is other than a single individual, a single individual who has been duly designated and authorized by the Unit Owner as their voting representative during Association meetings.
- u. **"Westminster Villas"** is the name by which the Property, as defined herein, shall be known.

**2.2 Additional Definitions.** Any capitalized word not otherwise defined herein shall have the meaning assigned thereto in the Declaration.

### **ARTICLE THREE** **MEETINGS**

#### **3.1 Membership Meetings.**

- a. **Quorum.** Meetings of the Membership shall be held within the Villas or at such other place in Delaware County, Indiana, as may be designated in any notice of a meeting. The presence in person, or by Proxy, at any meeting of Voting Members having twenty percent (20%) of the total Membership votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at a meeting of the Membership at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. Voting Members may attend meetings of the Membership in person or via telephone, video conference, or similar technology. In case of a public emergency declared by a unit of government, a vote may be taken by email submission without the requirement of an in-person meeting and said vote shall be considered official action, except when such official action is for the purpose of amending these Bylaws or the Declaration.
- b. **Annual Meeting.** There shall be an annual meeting of the Voting Members at such reasonable time or date as may be designated by written notice of the Board,

delivered to the Voting Members at least seven days prior to the meeting date. This meeting should typically occur during one of the fall months each year.

- c. **Special Meetings.** Special meetings may be called at any time for the purpose of considering matters which require the approval of all or some of the Voting Members or for any other reasonable purpose. Special meetings may be called by the president of the Board, a majority of the Board, or by a written petition signed by at least six Voting Members. Said petition shall specify the date, time, and place of the meeting and the matters to be considered.
- d. **Notices of Meeting.** Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail, text, or by email to the Voting Members, addressed to each such person at the address given by them to the Board for the purpose of service of such notice or to the Unit or the Unit Owner with respect to which such Voting Member's voting right applies. Notices, other than for the Annual Meeting as set forth above, shall be provided no less than 48 hours prior to the start of the meeting.
- e. **Conduct of Meetings.** The version of Robert's Rules of Order then currently in effect shall control the procedural conduct of all meetings when not in conflict with provisions of the Declaration, Articles, or these Bylaws; however, strict adherence to formalities such as standing to be addressed shall not be enforced and any procedural errors shall not stand as grounds for reversal of actions otherwise lawfully taken.

## **ARTICLE FOUR** **VOTING RIGHTS**

**4.1 Voting Rights.** While all Unit Owners are encouraged to attend meetings, there shall be only one Voting Member representing each Unit. A Voting Member may be designated by a Unit Owner or court of law to act as Proxy on their behalf, if said Proxy complies with Ind. Code § 32-25.5-3-10, as amended. The identity of each Voting Member and Proxy shall be made in writing and filed with the Secretary prior to the start of the meeting.

- a. The Unit Owner of a Unit with a single housing structure constructed upon one Lot or multiple contiguous Lots owned by the same Unit Owner is nevertheless entitled to only one vote.

## **ARTICLE FIVE** **BOARD OF DIRECTORS**

### **5.1 Board of Directors.**

- a. The Board of Directors shall consist of seven (7) directors who shall serve without compensation.

- b. To be a nominee for a Board position, the nominee must be a Unit Resident and must either have an ownership interest in a Unit or be the holder of a Proxy that does not restrict or otherwise prohibit the Proxy from serving as a member of the Board.
- c. In all elections for directors of the Board, each Voting Member shall be entitled to cast a vote and the candidates receiving the highest number of votes shall be deemed to be elected. The election of Board members shall take place at the Annual meeting.
- d. Directors shall be elected to serve a two (2) year term. Three directors shall be elected during odd number calendar years, and four directors shall be elected during even number calendar years. To implement the staggered terms contemplated herein, during the first meeting of the Board following the adoption of these Bylaws, the Board shall determine which directors will serve a one-year term, which said term shall commence following the expiration of the selected directors' then current terms.
- e. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt. All Unit Owners shall be welcome to attend and observe Board meetings, with the exception of meetings with legal counsel to discuss pending or potential litigation or legal issues of a sensitive nature.
- f. In the case of a vacancy on the Board, other than vacancies due to removal under Section 5.4 herein, the remaining directors may select a qualified replacement to serve until the next annual Membership meeting.

## **5.2 Management by Board.**

- a. Except as otherwise provided by the Declaration, the Board shall be responsible for the management of the Association and the Property.
- b. The Board may engage the services of a manager or managing agent; however, directors shall serve in this capacity without compensation.

## **5.3 Officers.**

- a. **President.** The Board shall elect one director to serve as president. The president shall preside over both Board meetings and meetings of the Voting Members, shall serve as the executive officer of the Board and the Association, and, except as otherwise stated herein or when prohibited by the Act, shall be authorized to execute all documents on behalf of the Board and the Association. The president may not also serve as any other Board officer while serving as the Board's president.
- b. **Vice-President.** The Board shall elect one director to serve as the vice-president. The vice-president shall preside over meetings in the absence of the president,

assist the president with their duties, and oversee capital maintenance activities of the Association.

- c. **Secretary.** The Board shall elect one director to serve as the secretary. The secretary shall keep the minutes of all meetings of the Board and meetings of the Voting Members and, in general, perform all other duties incident to the office of secretary. The secretary shall at all times keep complete and current lists containing the names and contact information for all Unit Owners, Proxies, Residents, and Unit Owner Representatives (and a description of the type of authorization granted to each Unit Owner Representative). Such lists may be inspected by any Unit Owner for any proper purpose at any reasonable time.
- d. **Treasurer.** The Board shall elect one director to serve as the treasurer. The treasurer shall keep the Association's financial records and books of account.
- e. **Additional Officers.** The Board may elect from among the directors such additional officers or committee chairs as the Board shall see fit.

**5.4 Removal.** Any director may be removed from the Board during regularly held or special meetings of the Membership or the Board upon the following conditions:

- a. A Board member may be removed during regularly held or special meetings of the Membership at which a quorum exists by the affirmative vote of at least two-thirds (2/3) of the Voting Members present at said Membership meeting.
- b. A Board member may be removed during regularly held or special meetings of the Board at which a quorum exists by the affirmative vote of at least two-thirds (2/3) of the entire Board.
- c. A successor to fill the unexpired term of a vacant Board seat may be elected upon receiving a majority of votes during a regular or special meeting of the Membership or the Board.

**5.5 Official Action of the Board.**

- a. **Board Meeting Location.** Meetings of the Board shall be held within the Villas or at such other place in Delaware County, Indiana, as may be selected by the Board.
- b. **Board Meeting Quorum.** A quorum is achieved when at least four (4) directors actively participate in the Board meeting either in-person or remotely.
- c. **Majority Vote.** The Board may take official action by simple majority vote of the directors present at a meeting in which a quorum is present. A director may attend a meeting in person, or via telephone, video conference, or similar technology. In case of a public emergency declared by a unit of government, a vote may be taken by email submission without the requirement of an in-person meeting and said vote shall be considered official action, except when such official action is for the purpose of amending these Bylaws or the Declaration.

- d. **Consent Resolutions Authorized.** Any action required or permitted to be taken at any meeting of the Board may be taken without meeting if, prior to such action, a written consent to such action is signed by all directors and placed in the corporate records.

**5.6 General Powers and Duties of the Board.** The powers and duties of the Board shall include, but are in no way limited to, the following:

- a. The Board shall provide for the operation, maintenance, repair, replacement and improvement of the Common Areas and all fences on or surrounding the Property, and for maintenance of Units to the extent provided herein.
- b. The Board shall adopt rules and regulations regarding the operation and use of the Common Areas and facilities and make copies of said rules and regulations available to any Unit Owner upon request. These rules and regulations may be amended from time to time by official action of the Board.
- c. The Board shall prepare, adopt, and distribute the annual budget for the Association pursuant to Section 6 herein, and provide for the assessment and collection of each Unit Owner's share of the Association's estimated expenses.
- d. The Board may provide for the designation, hiring, and removal of employees and other personnel, including lawyers, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property.
- e. The Board may, in the name of the Association, own, convey, encumber, or otherwise deal with Units conveyed to or acquired by the Association; provided, however, the Board may only encumber or convey part or all of the Common Areas upon approval of no less than 95% of all Voting Members.
- f. The Board, by majority vote and without approval from any of the Voting Members, except as hereinafter set forth, may adopt such reasonable rules and regulations as the Board may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and the Villas. Copies of such rules and regulations shall be provided to all Unit Owners and, except as otherwise stated herein or where prohibited by law, shall be binding upon all Unit Owners as though fully set forth herein.
- g. The Board or its duly appointed agent may, upon reasonable advance notice, enter any Unit for the purpose of completing or carrying out any inspection, maintenance or construction for which the Board is responsible or to make emergency repairs that are necessary to prevent damage to the Common Areas or to any other Unit.
- h. The Board may designate an agent to manage portions of the Property for which the Board is responsible pursuant to these Bylaws or the Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for

professional management shall provide for termination by the Board without cause and without payment of a termination fee upon ninety (90) days or less written notice and shall be for a term not to exceed two (2) years, excluding optional renewal period(s).

- i. The Board's powers herein enumerated shall be limited in that the Board shall have no authority to pay for any structural alterations, capital additions to, or capital improvement of the Common Areas (other than for the purposes of replacing or restoring portions of the Common Areas, subject to all provisions of the Declaration and these Bylaws, or unless required for emergency repair, protection or operation of the Common Areas) out of the maintenance fund which would require an expenditure in excess of Forty-Five Thousand Dollars (\$45,000) without prior approval of a majority of the Voting Members.
- j. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by the Board. In the absence of such Board determination, such documents shall be signed by the Board's president and attested to by the Board's secretary. The Board's agent, if any, may be authorized by the Board to execute any documents required to enable the agent to perform their duties under any management agreement.
- k. Nothing herein shall be construed to give the Board authority to conduct an active business for profit on behalf of any or all of the Unit Owners.
- l. The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or a sale pursuant to an order or direction of a court.
- m. The Board may exercise all other powers and duties of the Board or the Unit Owners that may be referred to in the Declaration or the Act.
- n. Subject to the provisions herein and for the benefit of all the Unit Owners, the Board shall collect, and pay out of the maintenance fund described herein, for the following:
  - i. Operating expenses related to the Property including water, electricity, fire hydrants, and any other necessary services.
  - ii. Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments and any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The costs of such services shall be considered Common Expenses.
  - iii. Any materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs, or structural alterations which the Board is

required to provide or carry out, or which the Board believes to be necessary or proper for the maintenance and operation of the Property or the enforcement of these Bylaws, the Declaration, or the rules and regulations adopted hereunder.

- iv. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may, in the Board's opinion, constitute a lien against the Property and not merely against the interests of any one or more Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging said lien and any costs incurred by the Board as a result of said lien or items shall be assessed directly to the responsible Unit Owners
- v. Cleaning, maintaining, decorating, repairing, and replacing of the Common Areas as provided herein, and such furnishings and equipment for the Common Areas as the Board shall determine are necessary and proper.

## **ARTICLE SIX**

### **ANNUAL BUDGET PROCEDURE**

**6.1 Annual Budget.** The Board shall determine and adopt an estimated budget by, or before, November 1 of each year, based on previous expenditures, the status of reserve funds, and anticipated future expenses, together with an amount considered by the Board to be reasonably necessary for providing a reserve for capital expenditures in replacement and repair of Common Areas and facilities, which said budget shall be used to determine the amount of the Common Expenses. The Board shall notify each Unit Owner in writing as to the amount of each estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessments. Each Unit Owner is jointly and severally liable for, and obligated to pay to the Association, their proportionate share of the Common Expenses. Adjustments to the budget may be made once every six months and notice shall be provided to the Unit Owners if there is a change in the Common Expenses.

**6.2 Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay their proportionate share of the Common Expenses. Upon the failure of the Board to adopt an annual or adjusted budget, each Unit Owner shall continue to pay their proportionate share of the Common Expenses based on the most recently adopted budget until a new annual or adjusted budget shall be adopted.

**6.3 Books and Records.** The Board shall keep full books of account and records of all receipts and expenditures affecting the Property and the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas, the Property, and

any other expenses incurred. Such books and records shall be available for inspection by any Unit Owner or lien holder at a location on the Property that is accessible to all Unit Owners at such reasonable time or times during normal business hours. Upon ten (10) days prior notice to the Board and payment of a reasonable fee, as determined by the Board, any Unit Owner shall be furnished a statement setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

**6.4 Report on Actual Expenses.** Following the annual meeting, the Board shall prepare an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any net shortage or excess shall be added to the Common Expenses due under the current year budget to be collected over the succeeding six (6) month period.

**6.5 Reserve for Capital Expenditures in Replacement and Repair of Common Areas and Facilities.** The Board shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for capital expenditures. Capital expenditures not originally included in the annual budget estimate which may become necessary during the year shall be charged first against such portion of the reserve which remains unallocated.

**6.6 Supplemental Budget.** If the estimated budget is inadequate for any reason, or in the event a non-recurring Common Expense is anticipated for any year, the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year. Copies of any such supplemental budget shall be furnished to each Unit Owner and a separate assessment shall be charged to each Unit Owner for their proportionate share of the supplemental budget amount. All Unit Owners shall be personally liable for and obligated to pay their proportionate share of the Common Expenses as may be adjusted herein.

**6.7 User Charges.** The Board may establish user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionally by all of the Unit Owners or which, in the Board's judgment, should not be equally assessed to every Unit Owner. Such expenses may include, without limitation, charges for use of facilities located in the Common Areas and fees for such other services to Unit Owners which should not, or could not, be reasonably allocated among all of the Unit Owners in the same manner as Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to each affected Unit Owner's share of Common Expenses. Nothing herein shall require the establishment of user charges pursuant to this Section and the Board may instead elect to treat all or any portion thereof as Common Expenses.

**6.8 Status of Collected Funds.** All assessments collected by the Association shall be held and expended for the purposes designated herein, and except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessment

charges, shall be deemed to be held for the benefit, use, and account of all the Unit Owners.

## **ARTICLE SEVEN**

### **INSURANCE AND LIABILITY**

**7.1 Insurance.** The Board is hereby authorized to, and shall obtain, insurance for the Villas as follows:

- a. Coverage on Common Areas, including any buildings, contents or other property located in or on the Common Areas, shall be "all risk" insured for physical loss or damage in the amount of not less than the full replacement value less certain standard insurance company property exclusions. The replacement costs of the Common Areas shall be determined by the Board from time to time, which determination may be based upon insurance appraisals, the costs of which may be treated as Common Expenses.
- b. Comprehensive public liability and property damage insurance providing coverage against claims for personal injury, death, or property damage suffered by the public, a Unit Owner, or an occupant that occurs in, on, or about the Common Areas. Such liability and property damage insurance shall afford protection in such amounts deemed necessary by the Board.
- c. Worker's compensation insurance as may be necessary to comply with applicable laws.
- d. Employer's liability insurance in such amount the Board deems desirable.
- e. Such other insurance, including director's and officer's insurance, providing additional coverage in such amounts the Board deems desirable.
- f. The premiums for the above-described insurance in sections (a) through (e) shall be considered Common Expenses.
- g. All insurance shall be procured from reputable and highly rated insurance companies licensed and approved to do business as required by law.
- h. Where applicable, the insurance policies shall name as insured the Association, or the Board as trustees for the Unit Owners.
- i. Proceeds paid pursuant to any insurance policies described in sections (a) or (b) above shall be paid to the Board on behalf of the Association and said proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the costs incurred in restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction.

**7.2 Cancellation of Insurance.** The Board shall be responsible, in the event any insurance policy is canceled, for serving notice of such cancellation upon any person insured thereunder.

**7.3 Liability of the Board of Directors.** No director shall be individually liable for any mistake of judgment or for any other acts or omissions of any nature whatsoever made as a director and/or officer except for any acts or omissions found by a court to constitute willfulness or fraud. The Unit Owners shall indemnify directors, officers, and employees of the Association in the manner and to the extent such liability is not protected by insurance coverage. Every agreement made by the Board or by an agent on behalf of the Unit Owners shall provide that the individual directors or the Board's agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that individual Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as their proportionate interest in the Common Areas bears to the combined interest of all Unit Owners in the Common Areas.

**7.4 Liability of the Unit Owners for Common Areas.** Each Unit Owner's liability for issues arising from, or related to, the Common Areas shall be limited to such proportion of the total liability thereunder as their proportionate interest in the Common Areas bears to the combined interest of all Unit Owners in the Common Areas.

## **ARTICLE EIGHT** **RULES AND REGULATIONS**

**8.1 Administration of Property.** The administration of the Property shall be vested in the Board. The rules and regulations adopted by the Board as provided herein may be amended from time to time, shall be made available to any Unit Owner upon demand, and kept in the corporate records. The rules and regulations do not replace any specific provisions herein or in the Declaration, but are to be considered supplemental obligations of the Unit Owners. If any provision of these Bylaws conflicts with any of the rules and regulations adopted by the Board, the provisions of these Bylaws shall control.

### **8.2 Specific Regulations of the Villas:**

- a. **Driveways.** All driveways shall be concrete and shall be finished in accordance with the plans and specifications which must meet approval of the Board. Each Unit Owner shall, at their sole expense, maintain the driveway located on their Lot so as to prevent unsightly cracking or crumbling and shall keep their driveway clean and free of debris.
- b. **Authorized Vehicles.** Resident and Guest Possessed Vehicles must be physically capable of parking (with a closed overhead garage door) inside the garage of the Unit occupied by the Resident or Guest. The permitted types of Resident and Guest Possessed Vehicles include passenger cars (including but not limited to coupe, sedan, convertible, hatchback, station wagon, sport utility vehicle,

minivan, and conversion van), and pick-up trucks. No recreational vehicle, all-terrain vehicle, go-cart, mini-bike, motorcycle, racing car or parts thereof, bus, coach, boat, jet ski, water craft, snowmobile or snowmobile trailer, semi-trailer, semi-tractor, truck, or van of any type not otherwise permitted above, farm equipment, excavation equipment, camper, motor home, tractor, or trailer of any kind may be stored, parked, located, or otherwise situated at any time at or inside any Unit, on any Lot, on any street, or upon any Common Area. This section shall not apply to any excavation equipment used to perform services within existing easements or Common Areas.

- c. **Vehicle Parking.** All Resident and Guest Possessed Vehicles shall utilize parking spaces located inside garages or on driveways constructed on Lots within the Villas and no vehicle shall be parked on a regular, recurring, or permanent basis on any of the streets. Vehicles possessed by Residents, Guests or Visitors may not park on streets within the Villas community during an Overnight period. Storage of a disabled vehicle on any Lot or on any street or Common Area is prohibited.
- d. **Vehicle Appearance.** All Resident and Guest Possessed Vehicles displaying any type of sign or visual graphics (such as letters, words, symbols or images) or displaying a significant appearance modification performed upon the vehicle exterior or the vehicle interior windows, must be parked inside the Unit's garage (with closed overhead garage door) unless the visual graphics or significant appearance modification is removed from the vehicle and stored out of view from a sidewalk when the vehicle is parked in the Unit's driveway or on a street within the Villas.
- e. **Vehicle Contents.** Any sign or object displaying text or graphics (such as letters, words, symbols or images) located inside or atop a Resident or Guest Possessed Vehicle that is visible from a sidewalk must be removed from the vehicle and stored out of view from a sidewalk when the vehicle is parked in the Unit's driveway or on a street within the Villas.
- f. **Political Signs.** Pursuant to Ind. Code § 32-21-13-1 *et seq.*, political signs supporting or opposing candidates for elected office, a political party, or a public question being voted upon may be displayed inside a front window or on a Lot during election periods beginning thirty (30) days prior to an election day and ending five (5) days after an election day. At least thirty (30) days prior to an election day, the Board shall inform Unit Owners and Residents of the Board's current rules regarding the quantity, size, and location of political signs placed inside a front window or on a Lot.
- g. **Signs.** Other than political signs described in Section 8.2(f), no sign or object of any kind potentially displaying graphics (such as letters, words, symbols or images) shall be displayed to the public view when the sign or object is located on any Lot or inside any Unit, except that one sign of not more than four feet by three feet in size may be displayed on the interior of a Unit window by the Unit Owner

for the purpose of advertising the Unit for sale. Signs for the benefit of identifying the Villas as a whole as approved by the Board and signs required by any zoning authority having jurisdiction thereof shall be permitted.

- h. **Landscaping and Vegetation.** All front lawn landscaping and vegetation on each Lot shall be maintained by the Association. Except for mowing, the landscaping and vegetation on the side and back of a Lot shall be maintained by the Unit Owner. No additional landscaping or vegetation shall be added or the existing landscaping or vegetation changed by any Unit Owner without the prior written approval of the Board.
- i. **Storage Tanks.** At no time shall there be situated, or located above, upon, or beneath the surface of any Lot, any above or below ground storage tank of any kind.
- j. **Garbage or Refuse Disposal.** No Lot shall be used or maintained as a dumping ground or area for trash. Rubbish, garbage, or other waste shall not be kept on any Lot except in sanitary, wind-proof containers, and such containers shall be kept clean, shall be stored in the garage of each respective Unit except for trash pick-up days, and shall not otherwise be stored on any Lot in open public view. All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash, or garbage stored outside any residence shall be regularly removed from the premises and shall not be permitted to accumulate thereon.
- k. **Clotheslines.** No type of outdoor clothesline shall be permitted on Lots or Common Areas.
- l. **Tree Preservation.** No trees or shrubs may be removed, added to, or relocated from any Lot without the submission of a written request to, and approval by, the Board. The applicable Unit Owner shall be responsible for the cost of any removal, addition, or relocation of a tree or shrub. The Board will provide a list of approved replacement trees upon receiving a Unit Owner request for the list.
- m. **Placement of Utility Lines.** All electrical service lines, gas service lines, cable television lines, telephone lines, and all other lines or mains which may be used for the transmission of any form of matter, signal, or energy, which may be located on the Property and which are not within buildings or structures or attached to the walls thereof, shall be placed underground. All lines which serve any one Lot shall so be located as to be accessible for maintenance and repair without disturbance to structures and other permanent improvements on any other Lot. To the extent that any lines or equipment of any utility providing such services are situated on a Lot, such utility shall have an easement on the Lot for the installation, reconstruction, operation, and maintenance of such lines or equipment.
- n. **Obstruction of Common Property.** No owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Area or facility.

- o. **Outdoor Lighting.** All outdoor lighting installation or modification on any Unit shall be subject to the approval of the Board, and all applications for such approval shall be in writing. In addition, no exterior lighting shall be installed or modified on any Unit without the prior written approval of the Board. No lighting will be installed which will flow onto or be a nuisance to any other Unit or the Common Areas. Uniform front yard lights are maintained by the Unit Owner at the Unit Owner's expense. After installation, the Unit Owner shall maintain and replace the installed light if necessary, at the Unit Owner's expense. Any replacement front yard light shall be approved by the Board in advance of replacement. Street lighting maintenance and payment of utility bills incurred thereafter in operating and maintaining the street lighting shall be covered in the Association dues and shall be paid by the Association.
- p. **Mailboxes.** Uniform mailboxes shall be installed on the Lot in the location approved by the Board. The Unit Owner shall maintain the mailbox, and if damaged, replace the damaged mailbox with a new mailbox of the same construction and appearance at the Unit Owner's expense. If a new mailbox of the same construction and appearance can no longer be purchased, the Unit Owner may submit a request to the Board for a similar style mailbox and the Board shall determine whether the proposed mailbox is an acceptable replacement.
- q. **Sidewalks.** Each Lot shall have a sidewalk constructed along each Lot line that borders a street. The edge of such sidewalk nearest the street shall be located continuously four feet (4') from the back of the street curb. The sidewalk shall be constructed of concrete and shall be a maximum of four feet (4') in width and a minimum of four inches (4") thick. The Unit Owner at their expense shall repair, maintain, or if required by the Association, replace any damaged sidewalk and restore the sidewalk to the original safe condition.

## **ARTICLE NINE**

### **AMENDMENTS TO BYLAWS**

**9.1 Amendments.** These Bylaws may be amended in the following manner:

- a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- b. A resolution adopting a proposed amendment may be proposed by either the Board or by the Unit Owners. Directors and Voting Members not present at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at, or prior to, the meeting. Except as otherwise provided the Declaration or these Bylaws, such amendments shall be approved by at least 75% of the directors of the Board and at least 75% or more of the Voting Members participating in a meeting called for the purpose of considering such amendment.

- c. A copy of each adopted amendment shall be certified by the President and Secretary of the Board as having been duly adopted and shall be effective upon recording in the office of the Delaware County Recorder.

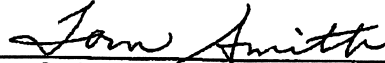
## **ARTICLE TEN** **GOVERNANCE**

**10.1 Governing Law.** These Bylaws are governed by the laws of the State of Indiana, and all court filings associated with these Bylaws must be filed with courts located in Delaware County, Indiana.

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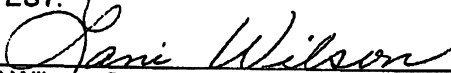
**CERTIFICATION**

I certify that the Unit Owners of Westminster Villas adopted these Amended and Restated Bylaws by a vote of at least 75% in favor of adoption at the annual meeting held on October 18, 2022.



Tom Smith, President of the Board of Directors of  
Westminster Villas Homeowners Association, Inc.

ATTEST:

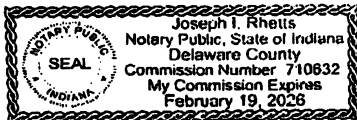


Lani Wilson, Secretary of the Board of Directors of  
Westminster Villas Homeowners Association, Inc.

STATE OF INDIANA            )  
  ) SS:  
DELAWARE COUNTY         )

Before me, the undersigned, a Notary Public in and for said County and State this 8<sup>th</sup> day of November, 2022, personally appeared Tom Smith, President of the Board of Directors, for and on behalf of Westminster Villas Homeowners Association, Inc., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial seal.



  
\_\_\_\_\_  
NOTARY PUBLIC

I 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.

*This instrument prepared by  
and please return original to:*

DEFUR VORAN LLP  
Joseph I. Rhetts  
400 S. Walnut St., Ste. 200  
Muncie, Indiana 47305

  
\_\_\_\_\_  
JOSEPH I. RHETTS #32733-24  
ATTORNEY AT LAW