



**AMENDMENT TO DECLARATION OF EXPANDABLE CONDOMINIUM FOR BAY
VIEW CONDOMINIUM**

This Amendment to the Declaration of Expandable Condominium for Bay View Condominium this 13th day of October, 2020.

RECITALS:

WHEREAS, the Declaration of Expandable Condominium for Bay View Condominium was recorded on May 13, 1992 Instrument Number 208040 in the office of the Recorder of Monroe County, Indiana.

WHEREAS, the By-Laws of Bay View Homeowners Association were marked as Exhibit B attached to and made a part of the Declaration of Expandable Condominium for Bay View Condominium.

WHEREAS, Article VIII of the By-Laws establishes a procedure for amendments to the By-Laws.

WHEREAS, by vote of 75% in common interest of all unit owners at a meeting of the Bay View Homeowners Association was held on August 22, 2020 to consider proposed amendment to the By-Laws.

WHEREAS, by vote of 75% in common interest of all unit owners Association approved amendments to Article VI Section 9: Restrictions on Use of Property.

WHEREAS, the Association has caused the By-Laws to be amended and re-stated incorporating the amendment to Section 9 as approved by the unit owners.

WHEREAS, Exhibit B, By-Laws of the Bay View Homeowners Association as amended and re-stated are attached hereto.

NOW, THEREFORE, the Bay View Homeowners Association amends the Declaration of Expandable Condominium for Bay View Condominium by amendment to the By-Laws as amended and restated and attached hereto as Exhibit B.

BAY VIEW HOMEOWNERS ASSOCIATION

By: James C. Yeagin III

Printed: James C. Yeagin III

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this 13th day of OCT, 2020, at which time JAMES C YEAGIN III personally appeared and acknowledged the execution of the above and foregoing *Amendment to the Declaration of Expandable Condominium for Bay View Condominium* to be a voluntary act and deed.

My Commission Expires: May 27, 2025



Katherine R Schick Stinson
Notary Public

Katherine R Schick Stinson
(name printed)
A resident of Monroe County
Commission No.: NP0699130

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Jonathan Blair
Witness Signature

Jonathan Blair
Witness Name (must be typed/printed)

PROOF:
STATE OF INDIANA
COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, on 13 OCT, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows JAMES C YERGIN III to be the individuals described in and who executed the foregoing instrument; that said WITNESS was present and saw said JONATHAN BLAIR execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

My Commission Expires: May 27, 2025



Katherine R Schick Stinson
Notary Public

KATHERINE R SCHICK STINSON
(name printed)
A resident of MONROE County
Commission No.: NP0699130

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. Michael L. Carmin

Instrument prepared by: Michael L. Carmin; CARMINPARKER, PC

**AMENDED AND RESTATED BY-LAWS
OF THE
BAY VIEW HOMEOWNERS ASSOCIATION
Bloomington, Indiana
July 2020**

**Consisting of 26 pages
Numbered 1 through 26**

TABLE OF CONTENTS
BYLAWS OF BAY VIEW HOMEOWNERS ASSOCIATION

<u>Title</u>	<u>Page(s)</u>
Table of Contents	2- 5
ARTICLE I - PLAN OF UNIT OWNERSHIP	
Section 1. Unit Ownership.	6
Section 2. Applicability of By-Laws.	6
Section 3. Application.	6
ARTICLE II - UNIT OWNERS	
Section 1. Name and Nature of Association.	6
Section 2. Place of Meetings.	7
Section 3. Annual Meeting.	7
Section 4. Substitute Annual Meeting.	7
Section 5. Special Meetings.	7
Section 6. Notice of Meetings.	7
Section 7. Quorum.	7
Section 8. Voting Rights.	8
Section 9. Majority Vote.	8
Section 10. Proxies.	8
Section 11. Waiver of Notice.	8
Section 12. Informal Action by Unit Owners.	9

<u>Title</u>	<u>Page(s)</u>
ARTICLE III - BOARD OF ADMINISTRATORS	
Section 1. Number	9
Section 2. Election, Term and Qualifications	9
Section 3. Removal	9
Section 4. Vacancies	9
Section 5. Compensation	10
Section 6. Executive Committees	10
Section 7. Powers and Duties	10-11
Section 8. Rules of Conduct.....	11
Section 9. Abatement and Enjoyment of Violation by Owners	11-12
Section 10. Insurance Coverage.....	12-13
Section 11. Managing Agent	13
ARTICLE IV - MEETINGS OF ADMINISTRATORS	
Section 1. Organizational Meeting	13
Section 2. Regular Meetings	13
Section 3. Special Meetings	14
Section 4. Notice of Meetings	14
Section 5. Waiver of Notice	14
Section 6. Quorum	14
Section 7. Manner of Acting	14
Section 8. Organization	14
Section 9. Informal Action of Administrators	14
Section 10. Minutes	15
Section 11. Fidelity Bonds	15
Section 12. Liability of the Board	15

<u>Title</u>	<u>Page(s)</u>
ARTICLE V - OFFICERS	
Section 1. Number.	15
Section 2. Election and Term.	15
Section 3. Removal.	16
Section 4. Compensation.	16
Section 5. President.	16
Section 6. Vice President.	16
Section 7. Secretary.	16
Section 8. Treasurer.	16
Section 9. Assistant Secretaries and Treasurers.	16-17
 ARTICLE VI - OPERATION OF THE PROPERTY	
Section 1. Assessment and Determination of Common Expenses and Fixing of the Common Expenses.	17-18
Section 2. Payment of Common Expenses.	18
Section 3. Special Assessments.	18-19
Section 4. Collection of Common Expenses.	19
Section 5. Default in Payment of Common Expenses.	19
Section 6. Lien and Personal Obligation.	19-20
Section 7. Foreclosure of Liens for Unpaid Common Expenses. . .	20
Section 8. Statement of Common Expenses.	20
Section 9. Restrictions on Use of Property.....	20-21
Section 10. Maintenance and Repair.	21
Section 11. Restrictions on Unit Owners.	22

<u>Title</u>	<u>Page(s)</u>
ARTICLE VI - OPERATION OF THE PROPERTY (cont)	
Section 12. Duty to Report.	22
Section 13. Additions, Alterations or Improvements by Board Of Administrators.	22
Section 14. Additions, Alterations or Improvements by Unit Owners.	22
Section 15. Use of Common Areas and Facilities.	22
Section 16. Right of Access.	22
Section 17. Electricity, Water, Sewer and Telephone.	23
Section 18. Garbage and Trash Removal.	23
 ARTICLE VII - RECORDS AND AUDITS	
Section 1. Reports.	23
Section 2. Common Expense Funds.	23-24
 ARTICLE VIII - AMENDMENTS TO BY-LAWS	25
 EXHIBIT A Percentage Interest in Bay View Property by Unit	26

BY-LAWS OF THE BAY VIEW HOMEOWNERS ASSOCIATION

ARTICLE I – PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The Property located in Monroe County, State of Indiana, and more particularly described in the Declaration to which these By-Laws are attached has been submitted to the provisions of Chapter 349 of the Acts of the Indiana General Assembly of 1963 entitled, "Horizontal Property Act" by Declaration recorded in the Office of the Recorder for Monroe County, State of Indiana, simultaneously herewith, and shall hereinafter be known as "Bay View Homeowners Association" (hereinafter called the HOA).

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the HOA and to the use and occupancy thereof. These By-laws are adopted in accordance with the execution of the original Declaration and Bylaws creating the Bay View HOA, to which these By-laws are attached and are made a part thereof. The Declaration is incorporated herein by reference and all of the covenants, rights, definitions, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-laws.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these By-laws and rules and regulations made pursuant hereto and any amendment to these By-laws upon the same being passed and duly set forth in an amendment to the Declaration, duly recorded.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-laws (and any rules and regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

It is the responsibility of the Unit Owner, their Managing Agent or Licensed Broker to convey information regarding access to HOA Bylaws, Rules and Regulations/HOA Handbook, the HOA and PSA (Pointe Service Association) websites and other resources to all buyers and renters prior to their taking ownership/residence. Rental units must have a copy of the Rules and Regulations document posted visibly for ease of reference.

ARTICLE II – UNIT OWNERS

Section 1. Name and Nature of Association. In order to provide for the ongoing maintenance, repair, replacement, administration and operation of the property, the Bay View Homeowners Association (HOA) has been created. The association shall be comprised of all of the Unit Owners as herein provided, which Homeowners Association shall be governed by the Board of Administrators as herein provided.

Section 2. Place of Meetings. All meetings of the Homeowners Association shall be held at the Property or at such other place either within or without the State of Indiana, as shall be designated in a notice of the meeting.

Section 3. Annual Meeting. The first annual meeting of the Association shall be held at 10:00 a.m. on the first Saturday of June, 1992 for the purpose of electing members of the HOA Board of Administrators and for the transaction of such other business as may be properly brought before the meeting. Thereafter, an annual meeting of the Unit Owners shall be held on the third Saturday of June each year.

Section 4. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 5. Special Meetings. Special meetings of the Unit Owners may be called at any time by the Board of Administrators or upon the written request of not less than 10% in common interest, in the aggregate, of the Unit Owners. At least one Board member must be involved in meeting planning and in attendance at any meeting called by Unit Owners.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting shall be delivered, mailed, or transmitted via electronic media not less than ten (10) days nor more than fifty (50) days before the date thereof, either personally or by mail at the direction of the Board of Administrators or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

In case of an annual or substitute meeting, the notice of meeting need not specifically state the business to be transacted unless it is a matter other than the election of Administrators on which the vote of Unit Owners is expressly required by the provisions of the Indiana Horizontal Property Act. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

Section 7. Quorum. The presence in person or by proxy at any meeting of the Voting Members (as defined in Section 8 of this Article) having 30% of the total votes shall constitute a quorum; provided, however, should the Association be subsequently incorporated, a quorum shall constitute that percentage of the total votes as may be required for Profit Corporation Act, but in no event less than 30% of such total votes. If there is no quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the vote of a

majority of the Voting Members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present any business may be transacted at the original meeting.

The Voting Members at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

Section 8. Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as a "Voting Member". Such Voting Member may be the Owner, or one of a group composed of all of the Owners of a Unit, or may be some other person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. The Board of Administrators may qualify as an owner/voting member if it, or its designee, shall be holding title to one or more units.

The total number of votes or all Voting Members shall be 100%, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the property (including Common Areas and Facilities applicable to their Unit) as set forth in Exhibit A of these Bylaws.

Section 9. Majority Vote. The vote of a majority in Common Interest of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration or Bylaws or by provision of law.

Section 10. Proxies. Unit Owners may vote either in person or by agents duly authorized by written proxy executed by such Unit Owner or by his duly authorized attorney-in-fact. A proxy shall not be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting, but no proxy shall be valid after ten (10) years from the date of its execution. Unless a proxy otherwise provides, any proxyholder may appoint in writing a substitute to act in their place. In order to be effective all proxies must be filed with the Secretary or duly acting Secretary of the Association either during or prior to the meeting in question.

Section 11. Waiver of Notice. Any Unit Owner may waive notice of any meeting of the Association in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the HOA shall constitute a waiver of notice by him/her of the time and place thereof, except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Unit Owners are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

Section 12. Informal Action by Unit Owners. Any action which may be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting (that is, the Voting Members), and filed with the Secretary of the Association to be kept in the Association Book.

ARTICLE III – BOARD OF ADMINISTRATORS

Section 1. Number. The business and Property of the HOA shall be managed and directed by the Board of Administrators composed of no less than five (5) persons or by such Executive Committees as the Board may establish pursuant to the Bylaws.

Section 2. Election, Term and Qualification. Except as provided in Sections 2 and 5 of this Article, the Administrators shall be elected for a two year term of service at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected; provided however, that so long as Declarant shall own one or more Units, Declarant shall have the right to designate and appoint one member to the Board of Administrators. The size of the Board of Administrators may be increased or decreased from time to time upon the affirmative vote of 75% in the Common Interest of all Unit Owners. Each Administrator shall hold office for the period for which elected or until their death, resignation, retirement, removal, disqualification or until a successor is elected and qualifies. Each member of the Board shall be one of the Owners or Co-Owners; provided however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board. Nothing herein contained shall be construed to prevent the election of an Administrator to succeed themselves.

Section 3. Removal. Administrators may be removed from office with or without cause by the affirmative vote of the Unit Owners having a majority of the total votes entitled to vote at an election of Administrators. However, unless the entire Board is removed, an individual Administrator may be removed if the number of Unit Owners voting against the removal would be sufficient to elect an Administrator if such Unit Owners voted cumulatively at an annual election. If any Administrators are so removed, new Administrators may be elected at the same meeting; provided however, that so long as Declarant owns one or more Units, the Administrator elected by Declarant cannot be removed without the prior written consent of Declarant.

Section 4. Vacancies. A vacancy occurring in the Board of Administrators, including administratorships not filled by the Unit Owners, may be filled by a majority of the remaining Administrators, though less than a quorum, or by the sole remaining Administrator; but a

vacancy created by an increase in the authorized number of Administrators shall be filled only by election at an annual meeting or a special meeting of Unit Owners called for that purpose.

Voting Members may elect an Administrator at any time to fill any vacancy not filled by the Administrator.

Section 5. Compensation. The Board of Administrators shall receive no compensation for their services.

Section 6. Executive Committees. The Board of Administrators may, by resolution adopted by unanimous vote of the number of Administrators fixed by these Bylaws, designate two or more Administrators to constitute an Executive Committee, which committee to the extent provided in such resolution shall have and may exercise all of the authority of the Board of Administrators in the management of the HOA.

The Board of Administrators may, in like manner, create such other committees as it deems necessary and appropriate in aiding the Board of Administrators to carry out its duties and responsibilities with respect to the management of the Association.

Section 7. Powers and Duties. The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the HOA and may do all such acts and things, except such acts by law, or by the Declaration, or by these Bylaws may not be delegated to the Board of Administrators. Such powers and duties of the Board of Administrators shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas and Facilities;
- (b) Determination of the Common Expenses and Special Assessments required for the affairs of the HOA including, without limitation, the operation and maintenance of the Property;
- (c) Collection of the Common Expenses and Special Assessments from Unit Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common Areas and Facilities;
- (e) The adoption and amendment of such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property, including management of pets, parking, and storage. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations;
- (f) Opening of bank accounts on behalf of the HOA designating the signatories required therefore;
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Administrators, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board; provided however, such action has been duly authorized by the affirmative vote of Unit Owners owning 75% in Common Interest of the HOA; this includes garage units as well as residential units.

(h) The HOA will maintain the right of first refusal of all garage sales by a resident or non-resident of the HOA, in order to meet the needs of HOA residential unit owners who may want to purchase a garage unit. The HOA will waive the right of first refusal if a resident owner is selling their garage as a package with their condo to the buyer of the condo property. Resident owners interested in garage ownership may advise the Board of Administrators in writing and they will be placed on a waiting list based on the closing date of owners original condo purchase. When a garage becomes available it will be offered to the person with the highest seniority and at the offer price. The Board will give the potential buyer five business days notice to accept or reject the offer. If the offer is rejected the garage will be offered to the next person in line, and so on. As of the effective date of this Bylaws revision, garage units will not be sold to non-residents of the HOA.

(i) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Administrators, or its designee, corporate or otherwise, on behalf of all Unit Owners; provided however, such action has been duly authorized by the affirmative vote of Unit Owners owning 75% in Common Interest of the Condominium;

(j) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with Units acquired by the Board of Administrators or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the Declaration and other applicable restrictions, and organizing corporations to act as designees of the Board in acquiring title to Units on behalf of all Unit Owners;

(k) Maintaining and repairing any Unit, if such maintenance or repair is necessary in the discretion of the Board or by operation of applicable restrictions to protect the Common Areas and Facilities or any other portion of the building(s), if any Owner of any Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner; provided that the Board shall levy a special assessment against such Owner for the costs of said maintenance or repair;

(l) Entering any Unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided such entry shall be made during reasonable hours with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board and such expenses shall be treated as a Common Expense. The Board shall have the right to retain keys for each Unit;

(m) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President;

(n) Obtaining insurance for the Property, including Units, pursuant to the applicable provisions of the Declaration as specified in Section 9 of this article

(o) Making repairs, additions and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceeding; and

(p) Contract for all goods, services and insurance, payment for which is to be made from the Common Expense Fund.

Section 8. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Areas and Facilities and the Condominium in general may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner, prior to the time when the same shall become effective. The "Bay View Handbook" shall include specific Rules of Conduct, Regulations, Rights and Responsibilities for all owners, renters, and visitors.

Section 9. Abatement and Enjoinment of Violation by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- (a) To enter the Unit in which, or as to which, such violation or breach exists and to make any repairs, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass, or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner, or
- (c) In any case of flagrant or repeated violation by a Unit Owner, to require such Unit Owner to give sufficient sureties for his future compliance with such Condominium Documents. The failure of the Board to so act with respect to any such violation or breach shall not be deemed a waiver of the Board's right to act with respect to the same or any other breach or violation.

Section 10. Insurance Coverage. The Board of Administrators shall have the authority and responsibility for maintaining insurance policies upon the condominium property for the benefit of the unit owners and their Mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the Mortgagees of the Unit Owners and delivery of said certificates to Mortgagees within 10 days from their original issuance or the issuance of the renewals thereof.

- (a) The originals of all such policies and the endorsements thereto shall be deposited with the Board of Administrators, as insurance trustees; and certificates of insurance, together with proof of payment of premiums, shall be delivered to the Unit Owners at least 10 days prior to the expiration date with respect to the then current policies.
- (b) The Board of Administrators shall make every effort to secure Single Entity insurance policies that will provide the following minimum coverages:

Fire. The buildings and all other improvements upon the land and all personal property included in the Common Areas and Facilities shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Administrators with the assistance of the insurance company providing coverage. The policies evidencing such coverage shall contain clauses providing for waiver of subrogation, the standard SMP Condominium Endorsement (Form MLB-29A, Ed. 12-72) (excepting the Waiver of Subrogation provision contained therein) and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all the insureds, including all Mortgagees or Units. Such coverage shall provide protection against:

- (a) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar to construction, location, and use as the Building, including but not limited to vandalism and malicious mischief.

All such policies shall provide that adjustment of loss shall be made by the Board of Administrators as insurance trustees.

Public Liability. The Board of Administrators shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Administrators may, from time to time, determine, covering each member of the Board of Administrators, the managing agent, if any, and each Unit Owner with respect to his/her liability arising out of the ownership, maintenance or repair of the Common Areas and Facilities. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Unit Owners as a group in a single Unit Owner. The Board of Administrators shall review such limits annually.

Other. Such other insurance coverages including Workman's Compensation as the Board of Administrators shall determine from time to time to be desirable.

- (a) Premiums for insurance policies purchased by the Board of Administrators shall be paid by the Board and charged as a common expense.
- (b) All unit owners will be advised to maintain their own comprehensive homeowners insurance coverage, including liability protection, for their units and contents.

Section 11. Managing Agent. The Board of Administrators for the Condominium may engage the services of any person, firm or corporation to act as managing agent, for a term not to exceed three years, at a compensation established by the Board, to perform such duties and services as the Board of Administrators shall authorize. Any such engagement shall specify the right of the Board of Administrators to terminate the engagement on ninety (90) days notice. Such managing agent may be a corporation or partnership which is an affiliate of Declarant.

ARTICLE IV – MEETINGS OF ADMINISTRATORS

Section 1. Organizational Meeting. The first meeting of the initial Board of Administrators designated in these Bylaws shall be held at such time as the Declarant shall determine. The first meeting of a newly elected Board of Administrators shall be held within fifteen (15) days following the meeting of the Unit Owners at which the Board was elected. No notice shall be necessary to the newly elected members of the Board of Administrators in order to legally constitute such meeting, providing a quorum shall be present.

Section 2. Regular Meetings. A regular meeting of the Board shall be held immediately after, and at the same place as the annual meeting or substitute annual meeting of the Unit Owners. In addition, the Board of Administrators may provide by resolution the time and place either within or without the State of Indiana, for holding of a regular meeting of the Board.

Section 3. Special Meetings. Special meetings of the Board of Administrators may be called by or with the request of the President or by any two Administrators. Such meetings may be held either within or without the State of Indiana.

Section 4. Notice of Meetings. Regular meetings of the Board of Administrators may be held without notice. The person or persons who call a special meeting of Administrators shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Attendance by an Administrator at a meeting shall constitute a waiver of notice of such meeting except where an Administrator attends the meeting for the express purpose of objection to the transaction of any business because the meeting was not lawfully called.

Section 5. Waiver of Notice. Any member of the Board of Administrators may at any time waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof. If all the members of the Board of Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Administrators fixed by these Bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Administrators.

Section 7. Manner of Acting. Except as otherwise provided in this section, the act of the majority of the Administrators present at a meeting at which a quorum is present shall be the act of the Board of Administrators.

The vote of a majority of the Administrators then holding office shall, subject to approval by the Unit Owners as herein provided, be required to adopt, amend or repeal a bylaw. Vacancies in the Board of Administrators may be filled as provided in Article III, Section 5, of these Bylaws.

Section 8. Organization. Each meeting of the Board of Administrators shall be presided over by the President, and in the absence of the President, by any person selected to preside by vote of the majority of the Administrators present. The Secretary, or in the absence of both the Secretary and Assistant Secretary, any person designated by the President of the meeting shall act as Secretary of the meeting.

Section 9. Informal Action of Administrators. Action taken by a majority of the Administrators without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Administrators and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 10. Minutes. The Board shall keep minutes of its proceedings, which shall be available for inspection by the Unit Owners during reasonable business hours.

Section 11. Fidelity Bonds. The Board of Administrators may in its discretion require all officers and employees of the Condominium handling or responsible for Condominium funds to be covered by an adequate fidelity bond. The premiums on such bonds shall constitute a Common Expense.

Section 12. Liability of the Board. The members of the Board of Administrators shall not be liable to the Unit Owners for any mistake in judgement, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Condominium, except to the extent that they are Unit Owner(s). It is also intended that the liability of any Unit Owner arising out of contract made by the Board of Administrators, or out of the aforesaid indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas and Facilities bears to the interests of all the Unit Owners in the Common Areas and Facilities. Every agreement made by the Board or by the managing agent on behalf of the Condominium shall provide that the members of the Board of Administrators, or the managing 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 each Unit Owner's liability thereunder shall be limited to such proportion of the total liability as his/her interest in

the Common Areas and Facilities bears to the interest of all Unit Owners in the Common Areas and Facilities.

ARTICLE V – OFFICERS

Section 1. Number. The principal officers of the Condominium shall consist of a President, a Secretary, a Treasurer, and such Vice President, Assistant Secretaries, Assistant Treasurers, and other officers as the Board of Administrators may from time to time elect. Any two or more offices may be held by the same person except the offices of the President, Secretary, and Treasurer.

Section 2. Election and Term. The officers of the Condominium shall be elected by and from among the Board of Administrators. Such elections may be held at the regular annual meeting of the Board. Each officer shall hold office for a period of two years or until their death, resignation, retirement, removal, disqualification, or a successor is elected and qualifies.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Administrators may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Compensation. No officer shall receive any compensation from the Condominium for acting as such.

Section 5. President. The President shall be the principal executive officer of the HOA and, subject to the control of the Board of Administrators, shall supervise and control the management of the Association. The President shall, when present, preside at all meetings of the Board and of the Unit Owners and, in general, shall perform all duties as may be prescribed from time to time by the Board.

Section 6. Vice President. The Vice President, and if there be more than one, the Vice President designated by the Board of Administrators, shall in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice President shall perform such other duties and have such other powers as shall be prescribed by the President of the Board.

Section 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of Unit Owners and Administrators. They shall give, or cause to be given, to all unit owners, all notices required by law and by these Bylaws, and shall have general charge of the minute books and records of both the Association and the Board. The Secretary shall sign such instruments as may require Board signature, and in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or by the Board of Administrators.

Section 8. Treasurer. The Treasurer shall have custody of all HOA funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Administrators,

keeping full and accurate accounts of the finances of the HOA in books especially provided for that purpose. He/she shall cause a true statement of its assets and liabilities as of the close of each fiscal year, and of the results of its operations and of changes in surplus for each fiscal year, all in reasonable detail, to be prepared and distributed to all Unit Owners and Board of Administrators on or before the 15th day of the third month following the close of each fiscal year. The statement so filed shall be kept available for inspection by any Unit Owner for a period of three (3) years and the Treasurer shall mail or otherwise deliver a copy of the latest such statement to each Unit Owner annually on or before March 15 covering the proceeding calendar year. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local law and shall generally perform all other duties as may be assigned to him/her from time to time by the President or the Board of Administrators. Such functions may, in the discretion of the Board of Administrators, be delegated to a managing agent.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall in the absence or disability of the Secretary and Treasurer respectfully have all the powers and perform all of the duties of those Officers, and they shall in general perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or Board of Administrators.

ARTICLE VI – OPERATION OF THE PROPERTY

Section 1. Assessment and Determination of Common Expenses and Fixing of the Common Expenses.

- (a) The Board of Administrators shall from time to time, and at least annually, prepare a budget for the HOA, determine the amount of the Common Expenses payable by the Unit Owners to meet the Common Expenses of the HOA as set forth in the budget, and allocate and assess such Common Expenses among the Unit Owners according to their respective Common Interests, taking into consideration any expected income and any surplus from the prior year's operation.
- (b) The Common Expenses shall include, among other things:
- (i) The expenses, costs and charges incurred in connection with the administration, operation and management of the Condominium Property;
 - (ii) The cost of maintenance, repair, replacement and restoration of the Common Areas and Facilities, or any part thereof;
 - (iii) The cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Administrators pursuant to the provisions of the Declaration;
 - (iv) Such amounts as the Board of Administrators may deem proper for the convenience, comfort and well-being of the Unit Owners, and for the operation, management and maintenance of the Property, including with limitation, an

- amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year;
- (v) Such amounts as may be required for the purchase or lease by the Board of Administrators or its designee, corporate or otherwise, on behalf of all or less than all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale;
 - (vi) In proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas and Facilities;
 - (vii) And any other expense lawfully agreed upon.

The Board of Administrators shall advise all Unit Owners promptly, in writing, of the amount of Common Expenses payable by each of them respectively, as determined by the Board of Administrators, as aforesaid, and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners and to their Mortgagees. Provided however that,

- (i) Any increase in the per Unit assessment for any period in excess of 20% of the amount of such assessment for the previous period or;
- (ii) Any expenditure in any one budget period which causes the per Unit assessment to increase by more than 20%, shall require the approval of 66 2/3% in Common Interest of all Unit Owners. Provided further however;
- (iii) That the initial Administrators may elect to assess Common Expenses in an amount less than that required by the budget(s) presented by them.

Section 2. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Administrators pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board shall determine, but in no event less frequently than quarterly.

Each condo and garage unit Owner shall contribute pro rata, in proportion to his/her undivided interest, toward the expenses of administration and of maintenance and repair of the Common Areas and Facilities and other expenses lawfully agreed upon; and shall pay any special assessments duly assessed by the Board of Administrators, all in accordance with the Bylaws of the HOA, the Declaration, and the provisions of the Act.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against their Unit subsequent to a sale, transfer or other conveyance by Owner (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit, together with his interest in the Common Areas and Facilities and (Limited Common Areas and Facilities if any) as defined in the Declaration. A purchaser of a Unit shall be jointly and severally liable with the seller for the payment prior to the acquisition by purchaser of such Unit without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor. Any such purchaser shall be entitled to a statement from the Board of Administrators setting forth the amount of the unpaid assessments against the seller and such

purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Provided however, that a Mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for the payment of Common Expenses assessed prior to the foreclosure sale. Such unpaid Common Expenses shall be deemed to be Common Expenses collectible from all of the Unit Owners including purchaser, his successors and assigns.

In the event a first Mortgagee is required to pay taxes or insurance on the Common Area, the Board of Administrators, on behalf of the Homeowners Association, shall reimburse the first Mortgagee with ten (10) days of notice of such payment. The cost of reimbursement shall be assessed to all Unit Owners as a special assessment.

Section 3. Special Assessments. The Board of Administrators may levy special assessments, subject to the limitations and approval required by Section 1 hereof for Common Expenses not covered by the annual budget. Such special assessments shall be charged to the Units according to their percentage interests in the Common Areas and Facilities. In addition the Board may levy special assessments against one or more but less than all of the Units with respect to Limited Common Areas and Facilities related to such Units or with respect to any other items of expense incurred with respect to such Units. The period of assessment and manner of payment of such assessments shall be determined by the Board.

Section 4. Collection of Common Expenses. The Board of Administrators shall determine Common Expenses against the Unit Owners from time to time which shall be at least annually. Owners will be sent notices for quarterly payments which will be due on the *first* day of the first month of each quarter, i.e. January 1, April 1, July 1, and October 1. Notices will be sent out at least 15 days prior to the due date.

The Board shall take prompt action to collect any Common Expenses due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof. The Board of Administrators shall notify the holder of the first mortgage on any Unit (of which it has notice) for which any Common Expenses assessed pursuant to these Bylaws remain unpaid for more than 30 days from the due date for payment thereof and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Board of Administrators the Common Expenses as determined by the Board, such Unit Owner shall be obligated to pay interest at the maximum allowable legal rate on such Common Expenses from the due date thereof together with all expenses, including attorney fees (as permitted by law), incurred by the Board in any proceeding brought to collect such unpaid Common Expenses. The Board shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expense of the proceeding, including attorney fees (as permitted by law), in any action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit in like manner as a deed of trust or

mortgage of real property. Common Expenses shall be assessed on an annual basis and shall be deemed to accrue upon assessment although payment may, in the discretion of the Board, be permitted on an installment basis. However in the event of a default in the payment of any installment for more than thirty (30) days as provided in Section 4 above, then, in such event the entire remaining amount of such assessment shall become immediately payable.

Owners who are more than six (6) months delinquent will forfeit all HOA voting privileges until their account is settled.

Section 6. Lien and Personal Obligation. Each assessment provided for in this Article, together with interest and expenses, including attorney fees (as permitted by law), as provided in Section 5 hereof, shall be a charge on and a continuing lien upon the Unit against which the assessment is made, which lien shall be prior to all other liens excepting only:

- (i) Tax liens on the Unit in favor of any assessing unit and special district, and
- (ii) All sums paid on a first mortgage of record.

Such lien may be filed and foreclosed by suit by the managing agent designated by the Board of Administrators, or by the Board of Administrators under and in accordance with the laws of the State of Indiana governing the filing, enforcement and foreclosure of mechanics' and materialmen's liens; provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of thirty (30) days after the same shall become due. Said notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board to foreclose on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for use of his/her Unit and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owners if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of record. A suit to recover a money judgement for unpaid Common Expenses shall be maintainable with foreclosing or waiving the lien securing the same. Where the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Board of Administrators chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expense collectible from all Unit Owners, including such purchaser, its successors and assigns.

Section 8. Statement of Common Expenses. Upon written request, the Board of Administrators shall promptly provide any Unit Owner with a written statement of all unpaid Common Expenses due from such Unit Owner.

Section 9. Restrictions on Use of Property. The condominium properties shall be used for single family residential purposes and common recreational purposes auxiliary thereto and for no other purposes, including commercial use (e.g. AirBNB and other short term rentals).

Rental periods may not be for less than one (1) year, and owners must notify the Board *in writing* prior to making their unit available for rental purposes.

There shall be no obstruction of the Common Areas and Facilities. Nothing may be altered, constructed in, stored in, or removed from the Common Areas and Facilities, excluding the Limited Common Areas and Facilities located within the bounds of a Unit or pertaining to a Unit, without the prior written consent of the Board of Administrators.

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities. No owner shall permit anything to be done or kept in his/her unit or in the Common Areas and Facilities which would result in the cancellation of insurance on any Unit or any part of the Common Areas and Facilities, or which would be in violation of any law.

No Animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board of Administrators.

Section 10. Maintenance and Repair.

(a) By Owners. Each Unit Owner shall maintain, repair and replace at his/her sole cost and expense all portions of their Unit and the Limited Common Areas appertaining to such Unit which may become in need thereof, including the heating and air conditioner system (including filters) for each Unit, all bathroom and kitchen fixtures and appliances, water heater and water softener units, entry doors and storm doors, light fixtures, interior non-load bearing walls, screens, glass (windows and patio doors), ceilings, carpeting, drapes or blinds and any other items within the Unit whether structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to Common Areas and Facilities not specifically set forth herein and contained therein and not necessitated by the negligence, misuse or neglect of the Unit Owner, their families, guests, agents, servants, lessees, employees or contractors). Each Unit Owner shall further be responsible for all damages to any and all other Units and/or to the Common Areas and Facilities that his/her failure to maintain, repair and replace may engender.

All damages to the Common Areas and Facilities intentionally or negligently caused by the Unit Owner, their families, guests, agents, servants, lessees, employees or contractors shall be promptly repaired by the said Unit Owner at his/her sole cost and expense; provided however that such repairs necessitated by casualties insured against by the Board of Administrators to the extent the Board receives insurance proceeds for such repairs, shall be excluded from the above provision.

If the Unit Owner does not perform those repairs with thirty (30) days from written demand by the Board of Administrators, the same may be repaired by the Board and the cost thereof shall be assessed against the Unit owned by the subject Unit Owner.

(b) By Board of Administrators. The Board shall maintain, repair and replace all portions of the Common Areas and Facilities to include fencing and tree screening on the west side of the property except as provided to the contrary in subparagraph (a) immediately above which shall require same, whether located inside or outside the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, their families, guests, agents, servants, lessees, employees or contractors, in which case such expense shall be charged to such Unit Owner, except to the extent such damage shall be reimbursed to the Association from insurance proceeds) and the cost thereof shall be charged to all the Unit Owners as a Common Expense.

Section 11. Restrictions on Unit Owners. No Unit Owner shall perform or cause to be performed any maintenance, repair or replacement work which disturbs the rights of the other Unit Owners, jeopardizes the soundness of the safety of the Condominium or reduces the value thereof. Each Unit Owner shall cause any work so performed or being performed on the Unit, which in the sole opinion of the Board of Administrators violates the terms of this section, to be immediately corrected, and shall refrain from recommencing or continuing any work so in violation without written consent of the Board.

Section 12. Duty to Report. Each Unit Owner shall promptly report to the Board of Administrators or its agent any defect or need for repairs or replacements, the responsibility for which is that of the Board of Administrators.

Section 13. Additions, Alterations or Improvements by Board of Administrators. Whenever in the judgement of the Board of Administrators, the Common Areas and Facilities shall require additions, alterations or improvements, the Board of Administrators shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof, as a Common Expense, subject however to the provisions of Section 1 of this Article VI.

Section 14. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his/her Unit, or any addition, alteration or improvement which affects the exterior portion or outward appearance of such Unit, without the prior written consent thereto of the Board of Administrators and Declarant. This includes front-facing windows/frames, non-traditional coverings on front-facing windows, and nonconforming front doors, storm doors, and garage doors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit Owners unit within fifteen (15) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration or improvement.

No signage of any type will be permitted per the rules of the Pointe Services Association.

Section 15. Use of Common Areas and Facilities. A Unit Owner shall not interfere with the use of the Common Areas and Facilities by the remaining Unit Owners and their guests. The Board of Administrators of the HOA is authorized to adopt rules for the use of the Common Areas and Facilities, said rules to be furnished in writing to the Owners. There shall be no violation of such rules.

Section 16. Right of Access. The Unit Owner shall grant a right of access to his/her Unit to the managing agent and/or any other person authorized by the Board of Administrators or the managing agent, for the purpose of making inspection or for the purpose of correcting any condition originating in that Unit and threatening another Unit or a Common Area and Facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas and Facilities of the Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of emergency, such a right of entry shall be immediate, whether or not the Unit Owner is present at the time such request for entry is made, or such entry is at a time reasonably convenient to the Unit Owner.

Section 17. Electricity, Water, Sewer, and Telephone service. Electricity, water, sewer, and telephone services are supplied by the utility companies serving the area directly to each Unit through separate meters and each Unit Owner shall be required to pay bills for such utilities consumed or used in his/her Unit. The electricity, water and sewer serving the Common Areas and Facilities shall be separately metered, and the Board of Administrators shall pay all bills for electricity, water and sewer consumed in any portions of the Common Areas and Facilities as a Common Expense.

Section 18. Garbage and Trash Removal. Garbage and trash removal may, at the election of the Board of Administrators, be contracted for and on behalf of all Unit Owners, with such expense being treated as a Common Expense hereunder.

ARTICLE VII – RECORDS AND AUDITS

Section 1. Reports. The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board of Administrators, minutes of the meetings of the Association, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the Common Expenses against such Unit, the date when due, and the amounts paid thereof, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all Unit Owners, their duly authorized agents or attorneys at convenient hours on working days that shall be set and announced for general knowledge. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners on or before the 15th

day of the third month following the close of each fiscal year covering the preceding year. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners and to all Mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

Section 2. Common Expense Funds. All sums collected by the Association either as assessments of the Common Expenses or special assessments may be comingled in a single fund but they shall be held for the Owners for the purposes for which they are paid and shall, subject to the rights of withdrawal or refund hereinafter provided, be credited to accounts from which shall be paid the expenses for which the assessments are made. Such accounts shall include the following, or such other and further accounts as the Board of Administrators from time to time shall determine:

- (i) General Common Expense Account—to which shall be credited collection of that portion of the Common Expense assessments received for defraying the costs of operating the Condominium on a day to day basis, including normal maintenance and repairs, insurance and related charges;
- (ii) Current Alteration and Improvement Account—to which shall be credited that portion of any Common Expense assessment to be allocated to current alterations and improvements for the Condominium;
- (iii) Capital Reserve Account—to which shall be credited, subject to the right of the Unit Owners to elect to withdraw such amount as hereinafter provided, all sums collected which are to be allocated for capital expenditures for the reconstruction, repair and replacement of Common Areas and Facilities at a future date.

All sums collected by the Association, either as assessments of the Common Expenses or special assessments, during any fiscal year and allocated to the General Common Expense Account or to the current Alteration and Improvement Account or to any other account from which non-capital expenditures may be made, in excess of expenditures during such a fiscal year made from or chargeable to said account or accounts shall be deemed contributions to capital at the end of said fiscal year and shall be transferred to the Capital Reserve Account, unless the Unit Owners elect to withdraw such amount as herein provided. All amounts credited to said Capital Reserve Account shall be contributions to capital and shall be held by the Association for future expenditures of a capital nature and shall serve to reduce the assessments required for said capital expenditures.

Notwithstanding anything herein to the contrary in any year in which there is an excess of assessments received over amounts actually expended for the purposes described in these Bylaws, and in the Declaration, such excess may, upon written consent of all Unit Owners, be applied against and reduce the subsequent year's assessment or be refunded to the Unit Owners. The preceding paragraph and the preceding sentence shall automatically be repealed

upon the revocation of Revenue Ruling 74-17 promulgated by the Internal Revenue Service, or upon a court of competent appellate jurisdiction declaring such Revenue Ruling invalid, or upon amendment of the Internal Revenue Code or the Treasury regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund the same in order that such excess be excluded from gross income of the Association.

ARTICLE VIII – AMENDMENTS TO BYLAWS

Except as otherwise provided herein, these Bylaws may be modified or amended by the vote of 75% in Common Interest of all Unit Owners at a meeting of the Association duly held for such purpose; provided however, that the provisions of Article III - Section 7, Article IV - Sections 2, 3 & 4, and Article VI - Sections 1 and 14, insofar as they affect the rights of Declarant, and this Article VIII may not be amended without the consent in writing of Declarant, so long as Declarant shall be the Owner of one or more Units. No such amendment shall become operative unless and until the same is set forth in an amendment to the Declaration and duly recorded in the office of the Recorder for Monroe County, Indiana; provided however, that the Board of Administrators shall give written notice to all holders of mortgages on Condominium Units of such amendment at least 30 days prior to the effective date of such amendment.

Exhibit A

Percentage Interest In Bay View Property by Unit

Condo Units –all units are two bedroom, 936 square feet each.

Odd numbered units are on lower level, even numbered units are on upper level.

<u>Bldg #</u>	<u>Unit #</u>	<u>% Interest</u>	<u>Address</u>
1 (A)	1	3.6206	9433 S. Pointe Retreat Dr.
1 (A)	2	3.6206	9435 S. Pointe Retreat Dr.
1 (A)	3	3.6206	9437 S. Pointe Retreat Dr.
1 (A)	4	3.6206	9439 S. Pointe Retreat Dr.
1 (A)	5	3.6206	9441 S. Pointe Retreat Dr.
1 (A)	6	3.6206	9443 S. Pointe Retreat Dr.
2 (B)	7	3.6206	9445 S. Pointe Retreat Dr.
2 (B)	8	3.6206	9447 S. Pointe Retreat Dr.
2 (B)	9	3.6206	9449 S. Pointe Retreat Dr.
2 (B)	10	3.6206	9451 S. Pointe Retreat Dr.
2 (B)	11	3.6206	9453 S. Pointe Retreat Dr.
2 (B)	12	3.6206	9455 S. Pointe Retreat Dr.
3 (C)	13	3.6206	9457 S. Pointe Retreat Dr.
3 (C)	14	3.6206	9459 S. Pointe Retreat Dr.
3 (C)	15	3.6206	9461 S. Pointe Retreat Dr.
3 (C)	16	3.6206	9463 S. Pointe Retreat Dr.
3 (C)	17	3.6206	9465 S. Pointe Retreat Dr.
3 (C)	18	3.6206	9467 S. Pointe Retreat Dr.
4 (D)	19	3.6206	9469 S. Pointe Retreat Dr.
4 (D)	20	3.6206	9471 S. Pointe Retreat Dr.
4 (D)	21	3.6206	9473 S. Pointe Retreat Dr.
4 (D)	22	3.6206	9475 S. Pointe Retreat Dr.
4 (D)	23	3.6206	9477 S. Pointe Retreat Dr.
4 (D)	24	3.6206	9479 S. Pointe Retreat Dr.
Garage Units – Double (2 car) 516 square Feet each.			
	GU 1	1.9960	9433-A S. Pointe Retreat Dr.
	GU 2	1.9960	9433-B S. Pointe Retreat Dr.
	GU 3	1.9960	9433-C S. Pointe Retreat Dr.
Garage Units – Single (1 car) 230 Square Feet each.			
	GU 4	0.8896	9440-A S. Pointe Retreat Dr.
	GU 5	0.8896	9440-B S. Pointe Retreat Dr.
	GU 6	0.8896	9440-C S. Pointe Retreat Dr.
	GU 7	0.8896	9440-D S. Pointe Retreat Dr.
	GU 8	0.8896	9440-E S. Pointe Retreat Dr.
	GU 9	0.8896	9440-F S. Pointe Retreat Dr.
	GU 10	0.8896	9440-G S. Pointe Retreat Dr.
	GU 11	0.8896	9440-H S. Pointe Retreat Dr.
TOTALS	35 Units	100%	25,852 Sq Feet