

BY-LAWS OF APPLEWOOD PARK VILLAS HOMEOWNERS' ASSOCIATION

ARTICLE I - Purpose; Definitions

Section 1

The Applewood Park Villas Homeowners Association, a nonprofit corporation organized under the Indiana Not for Profit Corporation Act, has been established to administer Applewood Park Villa, located in the City of Muncie, Delaware County, pursuant to the Indiana Horizontal Property Laws, the Declaration of Applewood Park Villas, and these By Laws, which may be amended from time to time. Definition contained in the Indiana Horizontal Property Law, as the same may be modified by the Declaration of Applewood Park Villas, apply herein.

ARTICLE II – Board of Directors

Section 1: Number and Qualifications

The affairs of Applewood Park Villas shall be administered and managed by the association of owners, all power and authority of which shall be exercised through the Board of Directors. The Board of Directors shall be constituted of five Unit Owners elected by the Unit Owners.

Section 2: Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association as set forth in the Indiana Horizontal Property Law and may do all acts and things as are not by law, the Declaration, or These By laws, directed to be exercised and done by the owners. The powers and duties of the Board of Directors shall include, but not be limited to:

- A. Maintenance, repair, replacement, and operation of the common elements and utility/cable lines to the extent that they are under the control of the Association and not within any residential dwelling of any Unit.
- B. Establish, assess, and collect assessment(s) from the unit owners to cover both current expenses and reserves, and maintain accounting records.
- C. Employ and dismiss personnel necessary for the maintenance and operation of the common elements and facilities.
- D. Establish and enforce rules and regulations as adopted by the Board for the users of the Condominium property or conduct of owners, occupants, and facilities and/or units.

Section 3: Management Agent

The Board of Directors may employ, for the Association, a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize

Section 4: Election and Term of Office

Each Director shall be elected by a majority of the Unit Owners at any meeting where a quorum ($\frac{1}{4}$) of the Unit Owners is present. Director(s) shall be elected to serve a three-year term. Should an election be held at which no candidate for Director receives a majority vote, a run-off election shall be held between the two candidates receiving the most votes if one Director is being elected and among the three candidates receiving the most votes if two Directors are being elected.

Section 5: Vacancies

Vacancies on the Board of Directors caused by any reason shall be filled by a majority vote of the remaining Directors. In the event of a deadlock, the vacancy(ies) will be filled by a majority vote of a quorum ($\frac{1}{4}$) of the Unit Owners. An individual appointed by the Board of Directors to fill a vacated position shall serve in the position until the next Annual Meeting. At that time, the position shall be considered vacant, and the vacated position shall be filled per Section 4 above. The person elected at the Annual Meeting will serve the remainder of the original Director slot vacated.

Section 6: Removal of Directors

A Director may be removed at any regular or special meeting of the Association members duly called for that purpose by a majority vote of a quorum ($\frac{1}{4}$) present at any such meeting. A successor may then and there be elected to fill the vacancy created (see Section 5 above). Any Director whose removal has been proposed by an Owner(s) shall be given an opportunity to be heard in the meeting and shall be afforded the right to have the vote on his removal adjourned to a new date not less than seven nor more than ten days from the date of the meeting at which the removal is proposed.

Section 7: Compensation

The Directors of the Association shall serve without compensation.

Section 8: Organizational Meeting of the Board of Directors

The Board of Directors shall meet immediately after the Annual Meeting of the Association to elect new officers for the coming year.

Section 9: Regular Meetings

Regular meetings of the Board of Directors shall be held at such times and places as shall be determined by a majority of the Directors. At least two such meetings shall be held during each fiscal year. The Secretary, the association's employee(s), or management agent shall give notice of the Board meetings to each Director personally, by mail, email or telephone at least three days prior to the meeting. The Board should announce in advance the date, time, and place of the meetings; it should make every effort to schedule both day and evening times so that Unit Owners may attend. Board meetings shall be open to Unit Owners, and minutes from Board meetings should be made available on the website, and/or posted in the Clubhouse after they have been approved at the next meeting.

Section 10: Special Meetings

The President or any two members of the Board of Directors may call a special meeting of the Board of Directors on three-day's notice. Each Director shall be notified personally, by mail, email, or by telephone; the notice shall state the time, place, and purpose of the meeting. Virtual or electronic meetings may be held.

Section 11: Waiver of Notice

Before, or at any meeting of the Board of Directors, a Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to giving such notice. A Director's attendance at any meeting of the board shall be a waiver of notice by such director of the time and place thereof, and if a majority of the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 12: Quorum

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of the business of the Board. If any meeting of the Board of Directors there is less than a quorum present, the meeting shall be adjourned and any business that might have been acted upon at the meeting will be postponed until any future meeting of the Board of Directors.

Section 13: Director/Employee Dishonesty

The Board of Directors shall require that all directors and employees of the Association handling, or responsible for, Association funds be covered with adequate director/employee dishonesty insurance coverage, the premiums of which are deemed to be a common expense of the Association.

Section 14: Consultation to the Board

The Board of Directors may, from time to time, consult with past officers of the Association. In addition, the Board may request assistance from Unit Owners or other individuals having the needed expertise. This assistance shall be considered good faith, and no compensation will be paid.

ARTICLE III – Members of the Association

Section 1: Membership

All owners of an Applewood Condominium Unit are automatically members of the Association.

Section 2: Place of Meetings

Meetings of the Association members shall be held at such a suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3: Annual Meetings

The Annual Meeting of the Association shall be held before September 15th each year.

Section 4: Special Meetings

It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Owners and presented to the Secretary. The announcement of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting other than that stated in the announcement, unless by consent of three fourths of the Owners present. Meetings may be held in person, electronically, or virtually.

Section 5: Notice of Meetings

It shall be the duty of the Secretary, the association's employee(s), or the management agent to mail, email, or personally distribute a notice of each annual or special meetings to each Owner of record at least five but not more than thirty days prior to such meeting. The notice shall state the purpose and time and place of the meeting, whether in person, electronic, or virtual. The mailing, emailing, or personal distribution of a notice, in the manner provided in this Section, shall be considered notice served.

Section 6: Adjourned Meetings

If any meeting of the Owners a quorum ($\frac{1}{4}$ of the Unit Owners) are not present, the meeting shall be adjourned to a time not more than seven days from the time for which the original meeting was scheduled.

Section 7: Annual Meeting – Order of Business

The order of business at the Annual Meeting of the Unit Owners may be as follows:

- a. Proof of notice of meeting, or waiver of notice
- b. Reading of minutes of preceding Annual Meeting
- c. Reports of officers
- d. Reports of committees
- e. Election of Directors to vacant slots
- f. Unfinished business; and
- g. New business

Section 8: Voting

Voting shall be based on one vote for each Unit. The Owner of two or more Units shall be entitled to one vote for each Unit owned.

Section 9: Majority of Owners

As used in these By Laws, the term “majority” shall mean fifty-one percent.

Section 10: Quorum

Except as otherwise provided in these By Laws, the presence, in person or by proxy, of one-quarter of the persons entitled to vote shall constitute a quorum.

Section 11: Proxies

Unit Owners may cast votes by proxy. Proxies must be filed in writing with the Secretary at least five days before each meeting's appointed time.

Section 12: Owners Through Foreclosure

Any mortgagee of a Unit through a mortgage foreclosure proceeding shall be deemed an Owner at the time of recording the Sheriff's deed. Said Owner shall be deemed an Owner with all the privileges, voting rights and duties of an Owner.

ARTICLE IV – OFFICERS

Section 1: Designation of Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. However, only the five elected Board members shall have voting rights.

Section 2: Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3: Removal of Officers

Upon an affirmative vote of a majority of the members of the Board of Directors, and officer may be removed, with cause, and his successor elected immediately, or at the next regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4: President

The President shall be the Chief Executive Officer of the Association. They shall preside over all meetings of the Association and the Board of Directors. They shall have all the general powers and duties that are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among

the Owners as they may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5: Vice President

The Vice President shall have the duties assigned by the President. If the President is unable to act or is absent, the Vice President will serve in the President's place and will exercise the same powers and duties of the President on an interim basis and will continue to do so until the President returns and/or is able to resume the President's position.

Section 6: Secretary

The Secretary shall keep and maintain the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. They shall be responsible for the minutes and other important documents of the Board and shall have charge of such books and papers as the Board of Directors may direct. They shall, in general, perform all duties incident to the office of the Secretary.

Section 7: Treasurer

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name, and for the credit, of the Association in such depositories as may be designated by the Board of Directors.

ARTICLE V – Obligations of the Owners

Section 1: Assessments

All Unit Owners must pay any assessment(s) imposed by the Board of Directors of the Association. Such assessment(s) shall be used for the repair, maintenance, improvement, and replacement of the communal areas of Applewood Park Villas. These expenses may include liability and hazard insurance policy premiums for the protection of the Association and its officers and Directors. All assessments shall be made pro rata according to the proportionate share of expenses set forth in the Declaration of the Applewood Park Villas as such Declaration is amended from time to time in the future. The Board of Directors may enforce the collection of any assessment against any Unit Owner by any lawful means, including, but not limited to:

- a. Recording a notice of lien with the Recorder of Delaware County.
- b. Filing suit against the individual Unit Owner(s) of said Unit. The obligation of the Unit Owner(s) to pay assessments shall be joint and several. In any suit filed, the individual Owner(s) delinquent i payments shall be liable to the Association for interest and reasonable counsel fees and costs entailed in the collection of assessment(s).

- c. In accordance with the provisions of I.C. 32-25.5-3-3 the annual budget for the Association shall be approved by a majority vote of the members at the annual meeting of the members of said Association.

Section 2: Maintenance and Repair

- a. **Common areas:** The Board of Directors acting for the Association shall perform promptly all maintenance and repair work required to properly maintain the common areas of the Condominiums. All payment vouchers shall be submitted to the Board of Directors and approved by them or their agent.
- b. **Utilities:** Repairs and maintenance of underground installations within the common areas, such as water, light, power, sewage, telephones, cable, sanitary installations, and all accessories, shall be at the expense of the Association.
- c. **Reimbursements to the Association:** An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas, or part thereof, damaged through the fault of a Unit Owner or any person coming within the limits of the Condominium at the invitation and with the permission of said Unit Owner, including members of the Unit Owner's family. If a problem in one unit causes damage in an adjacent unit, the Unit Owner where the problem originated is responsible for the adjacent unit repairs. It is suggested that the Unit Owner check with their insurance agent as to clarifications of coverage.
- d. **Unit Owners:** It is the responsibility of the Unit Owners to maintain, repair, or replace and decorate their respective units limited to that area defined as "from the paint in." This includes alteration and improvements to the interior, interior walls, all interior fixtures, carpeting, solid surface floors, fireplaces, water heaters, brick patio walls, storm doors, and interior utility installations. **The Owner is responsible for maintaining, repairing, or replacing windows, window frames, and screens.** (Amended 10/2024) It also includes the mechanism for operating the garage door, air conditioning, and heating equipment. Note: It is recommended that Unit Owners remove water hoses from the outside spigot before the first freeze. Failure to do so can cause the spigot and/or water pipes to freeze and burst. The Owner, not the Association, will be responsible for repairs.
- e. **Association:** It is the responsibility of the Association to properly maintain and repair all common and limited common areas, including but not limited to: brick unit walls (not brick patio walls), guttering, soffits, roofs, chimneys, wooden patio fences, front door (standard doors of original installation), garage doors, exterior driveways and sidewalks, exterior lighting fixtures (except those installed on brick patio walls) and exterior utility lines and connections.

Section 3: Insurance

Unit Owners:

- a. It is the responsibility of the Unit Owner to provide and maintain appropriate insurance coverage for their personal property. Also, every Unit Owner is required to purchase and continue in effect not less than \$1,000,000 in personal liability

insurance with Applewood Park Villas Association, Inc as an “additional insured” or third party insured” and to provide proof of such coverage to the Board of Directors of the Association.

- b. There will be a \$25.00 fee for any proof of insurance not provided within 30 days of purchase or date of expiration. An additional \$25.00 fee will be assessed for each 30-day period if proof of insurance is not received by the Board of Directors.
- c. Each Unit Owner will be responsible for paying for all damages up to the Association’s deductible amount if it is determined that the loss or damages were caused by the negligence of the Unit Owner, their family member, or guest.

Association:

- d. The association will purchase and maintain insurance coverage according to the Indiana Horizontal Property Laws that provides for the full replacement value of the buildings, common area and facilities. (Basic buildings with no upgrades.)
- e. All Unit Owners will be notified by the Association of the insurance coverage in effect, the Association deductible amounts and any changes that may affect them.

Section 4: Rules of Conduct

Applewood Park Villas has been designed and built to exacting standards and esthetic requirements. These Rules have been established for the protection of Unit Owners to achieve the goal of a pleasant environment and the protection of the Unit Owner’s investment.

- a. **Speed limits and parking.** The maximum speed limit throughout the Condominium area is 15 m.p.h. No parking is allowed on unsurfaced areas or in the street. However, Unit Owners may secure prior approval of the Board of Directors for limited street parking at the Clubhouse. Only one side of the street is to be used for approved street parking, and all cars are to be headed in the same direction. No driveways are to be blocked. The parking spaces adjoining the Clubhouse are for those having business to conduct meetings or social affairs at the Clubhouse or pool. Unit Owners may request prior approval of the Board of Directors for limited, occasional overnight parking in these spaces for guests. When snow is predicted (2 inches or more), no parking will be allowed on all surfaced areas (driveways, garage door aprons, Clubhouse parking spaces or the street). This is to ensure that the snowplows have full access to the paved areas. Failure to remove vehicle(s) or other items on a timely basis to allow the snow to be removed will result in the Unit Owner at fault being fined for the extra costs involved in removing the snow. Parking permits are to be displayed in the windshield of vehicles parked at the Clubhouse if not for an event or pool use. Permits are available on top of the slot box in the Clubhouse.
- b. **Trash.** Trash removal is provided by the Muncie Sanitary District (the service includes the city’s recycling program). Only trash and recycling containers provided

by the city are to be used. All trash shall be put in appropriate plastic bags and placed in the trash container(s) provided by Muncie Sanitary District. Recycling must be placed loose in the recycling container provided by Muncie Sanitary District. Trash and recycling containers shall be kept clean and free of offensive odors and are to be returned to the Unit Owner's garage no later than the end of the day pickup occurred. Burning trash is not permitted.

- c. **Pets.** One reasonably sized house or domestic pet is permitted per Unit (for example, dogs of medium breed or smaller not exceeding 35 pounds and/or 18 inches at the shoulders; cats not exceeding 20 pounds). Exceptions to this rule may be requested in writing of the Board of Directors prior to a current Unit Owner securing a pet or new resident purchasing a unit. The request must include a written argument as to why the Board of Directors should make an exception. Pets cannot be allowed to run loose (even in close proximity to the owner's unit), and pet owners shall restrain their animals from the limited common areas. No outside pens or doghouses are permitted. The pet owner shall be responsible for the immediate removal and proper disposal of pet waste.
- d. **Storage and Repair.** Boats, utility trailers, commercial trucks, motor homes, and recreational vehicles shall not be stored or parked in Applewood Park Villas. There shall be no major repair or fluid changes performed on any boat or other vehicles. There shall be no vehicles parked within the condominium area, including but not limited to in front of Unit Owners garage doors, that are not capable of being legally driven on the public road.
- e. **Mini-Satellite Dishes.** Dishes are allowed with an approved variance by the Board of Directors. Dishes may not be mounted on the roof, brick, or chimney. Dishes should be in the patio area with underground wires running to the house connected. If within the patio is not possible, the dish must be in an area that is not visible from the road. All installation, maintenance and many other exterior repairs or maintenance resulting from the dish are the sole responsibility of the Unit Owners. Responsibility for dishes must be accepted by new owners or removed and the area returned to original condition.
- f. **Landscaping.** The association provides basic landscaping. Unit Owners may plan annuals within the landscaping provided by the Association. (Some units have extensive landscaping based on permission given by the original builder of Applewood Park Villas. The Board of Directors shall not approve further extensive landscaping.) Any kind or type of landscaping other than annuals (trees, perennials, shrubs or otherwise altering and/or changing the appearance of common areas or limited common areas adjoining an Owner's unit or elsewhere requires the prior written approval of the Board of Directors. If approved, the Unit Owner will have the responsibility of having the underground utilities marked prior to any digging or excavation. In granting permission for this variation, the Board will stipulate to the Owner requirements for future care of the additions or alterations (for example, trees of necessity usually become Association property while certain perennials may or may not). This stipulation may require that said Owner restore the area to the original condition upon sale of the unit or secure a written agreement that a new

Owner will assume the responsibility required in the Board approval. While not required, Unit Owners may enjoy assisting the Association's landscape contractor by keeping landscaped areas connecting to their unit watered, weeded and attractive. Plantings and potted plants within the patio confines are the full responsibility of the Unit Owner. The Association may notify the Unit Owner to eliminate unsightly patio weeds and growth, and if not corrected have the work done at the Unit Owner's personal expense.

- g. **Visible areas.** Nothing shall be hung or displayed on the outside of inside of the windows except for inoffensive drapes, curtains, or louvered blinds. The Unit Owner may place one "For Sale" sign in one window when the unit is on the real estate market. (A Unit Owner may request from the Board an exception to this policy if the window has no window visible from the main drive.) Nothing is to be placed on the outside walls of a building without prior Board approval; the Unit Owner accepts responsibility for any expense caused by the repair of any damage resulting from these attachments. No sign, awning, canopy, shutter, or television or citizen's band or other radio antenna or transmitter, or any other device or ornament shall be affixed to or placed upon the exterior walls or roof of any unit without the prior approval of the Board of Directors (see item e. above regarding satellite dishes). Color conformity will be maintained. Window frames, doors, gutters, patio fences and other painted exterior surfaces, whether repainted or replaced, shall duplicate the original color, type, and structure.
- h. **Public sales and auctions.** Garage sales, rummage sales, and public auctions are prohibited.
- i. **Offensive activities.** No noxious or offensive activity shall be carried on within any Unit or upon the Common or Limited Common Areas. No activity or "project" shall be conducted that may endanger the health of or unreasonably disturb any occupant.
- j. **Clubhouse Rules.** The Board of Directors shall adopt rules and regulations concerning use of the clubhouse by Unit Owners and their guests. The Board of Directors shall provide a safe, clean, and enjoyable area for meetings and parties. The clubhouse is for the exclusive use of Unit Owners and their guests. Rental to outside organizations and/or individuals is strictly prohibited. Outside organizations may use the facilities if a Unit Owner sponsors the organization, makes the appropriate reservation, attends the event, and is the last person to leave to ensure that the clubhouse is properly shut down and locked. Use of the clubhouse is not permitted without an approved reservation in advance that states the specific date, time, and nature of the event. Failure to clean up following the use of the clubhouse properly and promptly will result in a service charge to cover the cost of clean-up by the Association.
- k. **Swimming Pool.** The swimming pool is the exclusive use of Unit Owners, their family, and guests. Rules governing the pool's usage shall be posted in appropriate locations around the pool area. Exclusive use of the pool area is not permitted at any time. Unit Owners or their family member must accompany their guests. No

children under age 16 will be allowed in the pool or pool area without a responsible adult.

- l. **Pond.** The pond is for the exclusive use of Unit Owners, their family, and guests. All fish caught must be released immediately and returned to the pond. Fishhook barbs are to be pinched down. No boats or inner tubes are permitted in the pond except to service the fountain or recover fishing equipment as authorized by the Board of Directors. No swimming or wading is permitted, and, in the winter, no one is allowed on the ice for any purpose.
- m. **Compliance.** Unit Owners, their family members, and their guests and tenants are expected to comply with these By-Laws, including any amendments made to these By-Laws, the Declaration, the Applewood Park Villas Rules and Regulations, and State, County, and City Ordinances, including applicable Zoning Ordinances.
- n. **For Sale and Open House Signs.** Shall be permitted between 8 AM Friday and 5 PM Sunday. Only three signs are permitted. One in the grassy area at the entrance, one at the driveway intersection, and one at the patio area.
- o. **Heat Tape or Wire.** It is not permitted on the roof of any building. Heat tape or wire is no longer needed with new roofing materials.
- p. **Fireworks.** No fireworks are allowed in Applewood Park Villas at any time.
- q. **Fire bowls or fire pits.** Fire bowls or fire pits are not permitted if they burn wood or fire logs.
- r. **Patios and Sidewalks.** No alterations to the patios or sidewalk areas abutting a unit are permitted. No decorative surfacing of concrete is allowed. Any changes made to the size or configuration of patios or sidewalk areas must be approved by submitting a variance request to the Board of Directors and wait for Board approval before proceeding.
- s. **Wildlife.** Unit Owners are prohibited from feeding ducks, geese, and deer. This creates a nuisance and is detrimental to the pond and landscaping.

Article VI Sale or Lease of Units

Section 1. Any Unit Owner who intends to sell his Unit shall give the Association notice in writing of such intent. Included in the written notice is to be the name, address, telephone number, and email address (if available) of the proposed purchaser. The Board may verbally or in writing request additional information concerning the proposed sale as the Association may reasonably require.

Section 2. Effective September 20, 2005, a Unit Owner shall not be permitted to lease a unit for less than a 12-month lease. A copy of the lease is to be given to the Board of Directors immediately upon obtaining the lessee's signature. The Unit Owner is responsible for ensuring that the tenant conforms to the By Laws and Rules and Regulations of Applewood Park Villas. No sub-leasing is permitted. Any unit purchased or inherited after September 12, 2013, shall not be rented by the Owner.

Article VII Penalties

The Board of Directors may assess a reasonable monetary penalty upon a Unit Owner for any noncompliance of violation by the Owner, his tenant, or his visitor of the Rules and Regulations of the Association, the Declarations, or By-Laws. Any violation that continues will be assessed a \$25.00 per day penalty. In addition, the Association may be entitled to collect all its reasonable expenses incurred in the collection of such penalties, which might include attorney fees and court costs.

Approved on October 30, 2024, at a Special Meeting called by the Board of Directors.

President

Scott Popplewell

Vice-President/Maintenance

Bryan Byers

Secretary

Linda DeHaven

Treasurer

Kathy Terrell

Grounds

Paula Bennett