

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
11/07/2008 10:08AM
LINDA D. TRINKLER
RECORDER

CODE OF BY-LAWS OF

ABERCROMBIE WOODS PROPERTY OWNERS ASSOCIATION, INC.

REC FEE: \$36.00
PAGES: 12

AN INDIANA NONPROFIT CORPORATION

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted to govern the Abercrombie Woods Property Owners Association, Inc. (the "Association") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Corporation ("Articles") and the Declaration of Covenants and Restrictions for Abercrombie Woods, as the same are recorded from time to time (herein called the "Declaration"). The Declaration is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these By-Laws, and reference is hereby made to the definitions set forth in of the Declaration. The provisions of these By-Laws shall apply to the Common Area and to the administration and conduct of the affairs of the Association. 46-C-3

Section 1.02. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Area shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws, and the Act, as the same may be amended from time to time.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors (commencing after the Developer has surrendered control), approving the annual budget, providing for the collection of Common Expenses and Lot Assessments, and for such other purposes as may be required by the Declaration, these By-Laws, or the Articles

Section 2.02. Annual Meetings. Annual meetings shall be held on any date selected by the Board of Directors within the month of January. At each annual meeting, the Owners shall transact such business as may properly come before the meeting and, commencing after the Developer has surrendered control, elect the Board of Directors of the Association in accordance with the provisions of these By-Laws.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners of not less than twenty-five percent (25%) of the Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at such location within the state of Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner not less than ten (10) days prior to the date of such meeting. If at any meeting an amendment to the Declaration of

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these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Classes and Voting.

(a) **Class of Members.** The Corporation shall have one class of membership. The members shall be all Owners of Lots in the Abercrombie Woods subdivision including the Developer. There will be one vote per Lot and no other classes shall exist.

(b) **Number of Votes.** Except for the election of Directors (as that term is hereinafter defined) as provided in Section 2.05(g) (4) herein, to avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one vote on each matter coming before the meeting. No vote may be divided. The total number of votes for or against any matter shall then be divided by the number of Lots then in Abercrombie Woods, as the same shall have been finally platted from time to time, to determine the respective proportions of Owners supporting or opposing such matter, or by the number of Lots the Owners of which are present or represented at such meeting, to determine the respective proportions of Owners present or represented at such meeting supporting or opposing such matter.

(c) **Multiple Owners.** When the Owner of a Lot constitutes more than one person or entity, or is a partnership, there shall be only one voting representative entitled to cast the vote allocable to that Lot. Only one representative shall be recognized by the Board of Directors as the holder of voting rights for the Lot.

(d) **Voting by Corporation or Trust.** Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(e) **Proxy.** An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Board of Directors or its' designee, at least seven (7) days prior to the commencement of the meeting. This proxy will be presented on the Abercrombie Woods Official Proxy Form which is found on page 12 of these by-laws and will be notarized by an Indiana Notary Public prior to presentation to the Board of Directors or its designee. One Proxy Form will be required for each owner assigning a proxy and must be completed in its entirety for the proxy to be officially recognized by the Board of Directors. Each Proxy will be specific to the annual or special meeting of Owners as indicated on the Proxy Form and will be deemed expired at the conclusion of that meeting.

(f) **Quorum.** Except where otherwise expressly provided in the Declaration, these By-Laws, or the Articles, the presence of Owners or their duly authorized representatives owning in excess of fifty percent (50%) of the total Lots shall constitute a quorum at all meetings. The term "majority of Owners", as used in these By-Laws, shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Owners as determined by the applicable provisions set forth in the Declaration, and the term "majority of the vote" shall mean a majority of the Owners or votes present or represented at such meeting. In the case where a voting quorum cannot be attained and a vote must be completed to continue normal operations and business of the subdivision, the Board of Directors, at their discretion, can choose to either suspend the vote to be addressed at a later date, or assume the right to represent as many votes as are needed to attain a quorum.

(g) **Conduct of Meeting.** The Chairman of the meeting shall be any person as designated by the Board of Directors. He shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(2) **Treasurer's Report.** The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and Lot Assessments and financial report for the prior year and the proposed budget for the current year.

(3) **Budgets.** The proposed budgets for the following calendar year shall be presented to the Owners for approval or amendment.

(4) **Election of Board of Directors.** Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve. Such nominations must be presented at least five (5) days prior to the Annual Meeting. Directors shall be elected at the annual meeting of the Association by a majority of the vote of the Owners as outlined in section 2.05 (f).

(5) **Other Business.** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the association at least five (5) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting at the discretion of the Board of Directors.

(6) **Committee Reports.** Reports of committees designated by the Board of Directors to supervise and advise on the respective segments of maintenance, operations, and special projects assigned by the Board of Directors shall be presented.

(7) **Adjournment.** Upon completion of all business before the Association, the Chairman of the Meeting, upon the motion of any Owner, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year.

Section 2.06. Control During Development. Notwithstanding any other provision of the Declaration, the Articles, or these By- Laws, from and after the date of the Declaration until the date when Developer turns over control of the Association to the Owners, as determined by Developer within the limitations set forth in the Declaration, the Association shall be governed by the Board of Directors appointed from time to time by Developer. Said Board of Directors appointed by the Developer shall exclusively hold all rights and powers which a Board of Directors of the Association would have under the Declaration, the Articles, or these By-Laws, except as specifically limited in this section 2.06. Said Board of Directors appointed by the Developer may appoint from time to time from among the Owners committees to advise and assist it in the performance of its functions. The rights and powers of said Board of Directors appointed by the Developer shall be limited as follows:

- (a) The power of assessment shall be limited as set forth in the Declaration.
- (b) Said initial Board shall have no power to reallocate the voting power among the Owners in any manner contrary to the Declaration.

ARTICLE III

Board of Directors

Section 3.01. The affairs of the Association shall be governed by a Board of Directors (herein sometimes collectively called "Board" and individually "Directors"). The Board of Directors shall be composed of three (3) persons appointed by Developer. No person shall be eligible to serve as a Director unless he is an Owner or is an attorney, agent, or employee of Developer. After such time as the Developer surrenders control of the Association, the Board of Directors shall be elected at the next annual meeting by the Members of the Association.

Section 3.03. Term of Office and Vacancy. The Directors shall serve for a term of two (2) years. The Board of Directors shall be elected at the annual meeting of the Association subject to the limitations set forth in section 2.06 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors, and this temporary director will remain until the next Annual Meeting at which time a Special Election will be held to elect a replacement.

Section 3.04. Removal of Directors. Until control is turned over to the Owners as determined by the Developer within the limitations set forth in the Declaration, the Developer may remove and replace the Directors with or without cause as Developer determines in Developer's sole discretion. After the tenure of the Board of Directors appointed by the Developer has expired, a Director or Directors may be removed with or without cause by a majority of the vote of the Owners. A Director selected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. If more than one (1) Director is removed, a Special Election will be held to elect the replacement Directors as soon as possible.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

(a) Repair and replacement of the Common Area:

(b) Procuring of utilities, removal of garbage waste, snow removal from the Common Areas and lawn landscaping services to the extent required by Declaration;

(c) Landscaping, painting, decorating, and furnishing of the Common Area, and to the extent required by the Declaration the exteriors of the buildings, garages and walls located on any Lot;

(d) Maintaining and replacing the Drainage System, common area improvements, and sidewalks, and the regulation of the use thereof;

(e) Assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses and Lot Assessments;

(f) Preparation of the proposed annual budget, a copy of which will be presented to each Owner at the Annual Meeting. It is each Owner's responsibility to attend the Annual Meeting to receive a copy of the proposed budget and a copy may be obtained at any time after the Annual Meeting if requested in writing to the Board of Directors;

(g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner at the Annual Meeting. It is each Owner's responsibility to attend the Annual Meeting to receive a copy of the receipts and expenses and a copy may be obtained at any time after the Annual Meeting if requested in writing to the Board of Directors;

(h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses and Lot Assessments; all records and vouchers shall be available for examination by an Owner by appointment only and that appointment will be set by the Board of Directors or its' designee.

(i) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for Abercrombie Woods as specified by Declaration.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) To employ a professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

(b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) To procure for the benefit of the Owners fire and extended coverage insurance covering the buildings and improvements on the Lots and the Common Area to the full insurable value thereof, to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, for the benefit of the Owners, the Association;

(d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(e) To include the costs of all of the above and foregoing as Common Expenses and Lot Assessments and to pay all of such costs therefrom;

(f) To open and maintain a bank account or accounts and Post Office box in the name of the Association;

(g) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property; provided that the Board shall give written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

(h) To authorize a person, or the manner of designating a person, to exercise some or all of the powers that would otherwise be exercised by the Board, and to the extent so authorized: (i) such person shall have the same duties and responsibilities as the Directors; and (ii) the Directors shall be relieved to that extent from such duties and responsibilities.

Section 3.07. Limitations on Board Action. After the tenure of the Board of Directors appointed by the Developer, the authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00), unless the prior approval of a majority of Owners is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

The said \$5,000.00 maximum shall automatically be adjusted every five (5) years from the date of these Bylaws to reflect changes in the purchasing power of the dollars, as determined by the most recently published annual GNP Implicit Price Deflator or any comparable, successor index.

Section 3.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners present at the Annual Meeting as outlined in section 2.05.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. At any time after the tenure of the Board of Directors appointed by the Developer has expires, a special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The same person may hold any two or more offices, except that the same person shall not perform the duties of the President and Secretary.

Section 4.02. Election of Officers. The Board at the first meeting of the Board following each election thereof shall elect the officers of the Association annually.

Section 4.02a Removal of officers Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any Officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. After the tenure of the initial Board of Directors, he shall make a good faith effort to preside at all meetings of the Association and on the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incidental to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall

specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables that may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in a reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 4.07. Assistant Officers. The Board of Directors may from time to time designate and elect from the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE V

Additional Rights and Duties of Board

Section 5.01. Right of Entry. An Owner or occupant of a Lot shall be deemed to have granted the right of entry to his Dwelling unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency .In order to remedy any circumstance threatening his Lot, the building located thereon, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Lot for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 5.02. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property, as the Board may deem desirable, including but not limited to the use of the Common Area. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. The Board shall properly and consistently enforce any rule or regulation promulgated by the Board.

ARTICLE VI

Reserves and Funds

Section 6.01. Reserve and Working Capital Funds. The Association shall be obligated to establish a reserve fund for the repair and replacement of those Common Areas that must be replaced periodically, based upon good faith estimates of the useful lives and replacement costs of such Common Areas made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Common Expenses and Lot Assessments and not by an extraordinary or special assessment. Extraordinary expenditures not originally included in the annual budget estimate that become necessary during the year shall be charged first against the reserve fund so established before any special Assessment is made or levied therefor. In addition to the reserve fund, a working capital fund shall be established and maintained by the Association. At the closing of the initial sale of each Lot to an Owner, the purchaser of such Lot shall deposit with the Association an amount equal to two months' installments of the Regular Assessment for Common Expenses and Lot Assessments for such Lot, which amount shall be retained by the Association as working capital. Thereafter, each Owner shall continue to maintain on deposit with the Association an amount at least equal to one-sixth (1/6) of the Regular

Assessment for Common Expenses and Lot Assessments for his Lot for the current calendar year. Amounts paid or deposited into the working capital fund shall not relieve an Owner from this responsibility for the Regular Assessments due in accordance with this Article VI. All amounts held by the Association pursuant to this section 6.07 shall be maintained in a federally insured, interest-bearing account in a bank or savings and loan association doing business in Porter County, Indiana, and all interest thereon shall be added to and deemed a part of such fund. Notwithstanding anything contained herein to the contrary, the Developer shall not be required to maintain on deposit with the Association the contribution to the working capital fund described in this section 6.01.

Section 6.02. Status of Funds Collected by Association. All funds collected pursuant to this Article VI shall be held and expended by the Association solely for the purposes designated herein and in the Declaration, and, except for any special Assessments that may be levied against less than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners for the payment of Common Expenses and Lot Assessments.

ARTICLE VII

Amendment to By-Laws

These By-Laws may be amended by Developer in the same manner and to the same extent as the Declaration; in addition, these By-Laws may be amended by the Board or by a majority of the vote of the Owners in a duly constituted meeting called for such purpose, except that the right of amendment is exclusively reserved to the initial Board of Directors during the period set out in section 2.06 above, and except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

ARTICLE VIII

Notices and Mortgages

Section 8.01. Notice to Association. The Association, may, at its discretion notify any mortgagee of any property or lot within the Association of any unpaid assessments, regular or special, by writing and this notice will be considered effective if mailed to such Mortgagee at the address of public record at the time of notice.

Section 8.02. Notice of Assessments. Upon ten (10) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Unit, together with the amount of the current assessments for Common Expenses and Lot Assessments and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

Section 8.03. Financial statements. The Association, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to section 5.02 of these By-Laws.

Section 8.04. Notices to Mortgagees. The Association shall promptly provide to any Mortgagee of whom the Association has been provided written notice of any of the following:

(a) Any condemnation or casualty loss that affects a material portion of the Common Area or the building(s) or improvements on any Lot securing its mortgage;

(b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Lot on which said holder, insurer, or guarantor holds a mortgage continues for more than sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 8.05. Availability of Information. The Association shall keep and shall make available to prospective purchasers of Lots, upon request at reasonable business hours, copies of the Declaration, By-Laws, current rules and regulations, if any, and the most recent financial statement of the Association.

ARTICLE IX

Additional Lot Restrictions

Section 9.01. Maximum Occupancy. The maximum occupancy of any residence within the Association shall be limited to 2 persons of any age per recorded bedroom as demonstrated by the bedroom count found in the property description provided by the Porter County Assessor's office.

Section 9.02. Owner Occupancy. All residences within the Abercrombie Woods subdivision will be Owner Occupant only with the following exceptions:

- (a) When the residence is owned by a trust the occupant(s) may be any person indicated by the trust as the allowable occupant within the restrictions of the covenants and by-laws.
- (b) The residence has not been sold to an initial homeowner and is owned by the builder, at which time the owner (builder) may rent the home with all liabilities remaining with the owner (builder) of the residence to include: maintenance of the structure and grounds; repair of any damages in a timely manner; landscaping; general appearance; and adherence to all covenants, deed restrictions, and by-laws. All utilities will be maintained; with the owner (builder) assuming financial liability should the renter's default. Additionally, it is the owner's (builder) responsibility to perform all necessary background checks and investigations of potential renters to ensure the safety of the residents of Abercrombie Woods.

Section 9.03. Temporary Recreational Vehicle Storage. Although Recreational Vehicles are prohibited from being permanently stored or located within sight of any common area within the subdivision, temporary storage of Recreational Vehicles will be allowed for a maximum of three (3) days with the following restrictions:

- (a) The Recreational Vehicle must be properly licensed and as required by local and state regulations. The Recreational Vehicle must not be in a state of disrepair or generally regarded as an eyesore.
- (b) The temporary storage of the Recreational Vehicle will be limited to a period of three (3) days prior to its use, for preparation and loading purposes, and three (3) days following its use, for cleaning and unloading purposes.
- (c) The Recreational Vehicle will be temporarily stored on the driveway of the residence and will not be parked on any unpaved area of the lot.

Section 9.04. Pools. All pools to be installed and maintained within the subdivision must be a permanent in-ground pool. No temporary pools or above ground pools are to be placed within the subdivision with the exception of small wading pools holding a maximum fill of less than 300 gallons or a 60 sq. ft. footprint, whichever

is less. A maximum of one small wading pool may be present per Lot, and said wading pool must be located within the back yard of the Lot. All pools, including wading pools, must be maintained regularly and the water must appear clear and clean at all times. Care must be taken when filling and draining pools to prevent any damage to adjacent Lots or Common Areas.

ARTICLE X

Fines, Fees, and Penalties

Section 10.01. Fines, Fees, and Penalties. At any time during a random inspection of the subdivision or at the completion of an investigation started at the request of an Owner, corrective action may be taken for non-compliance to the Declaration, deed restrictions, and these By-laws. These corrective actions will be executed as follows:

- (a) Written notice will be sent to the Owner via certified mail notifying the Owner of any and all non-compliance issues. The notice will be accompanied by an invoice for the amount of the mailing. The Owner will have a minimum of seven (7) days to correct the situation and forward payment for the invoice and this period will be clearly stated in the notice.
- (b) If the non-compliance issue is not remedied and the invoice is not paid within the period outlined in the letter, a penalty may be assigned to the non-compliance issue. This penalty will be not less than \$100.00 and will be in addition to any previous costs already associated with the non-compliance issue. A new notice (second notice) must be sent indicating the new penalty with an explanation of charges. The original notice must accompany the new notice (second notice) as well as a cumulative invoice for amounts owed including the costs of additional mailings. The Owner will have a minimum of fourteen (14) days to remedy the non-compliance issue and pay the invoice in full and this period will be indicated on the notice.
- (c) If the non-compliance issue has not been remedied by the period stated in the second notice, the Board of Directors may hire a vendor to remedy the non-compliance issue. All costs incurred by the Board as well as an additional \$100.00 management fee may be added to the invoice. A new notice (third notice) must be sent to the Owner indicating the new costs and fees with an explanation of charges. All previous correspondence related to this non-compliance issue as well as a copy of the vendor invoice or bill must accompany the new notice (third notice) as well as a cumulative invoice for amounts owed including the costs of additional mailings. The Owner will have a minimum of fourteen (14) days to pay the invoice in full and this period will be indicated on the notice.
- (d) If the Owner has not paid the invoice in full in the period outlined in the third notice, then the Board of Directors may place a lien against the Lot owned by the Owner in the amount of all monies owed and any additional costs related to the lien. The Board of Directors may also add an interest charge at the maximum rate of 18% per annum. Should the Owner not pay the amounts owed in full and any costs associated with the release of the lien within thirty (30) days of filing the lien, the Board of Directors may initiate foreclosure proceedings on the Lot in an attempt to recover all monies owed by the Owner.

CERTIFICATION

The undersigned, being first duly Sworn, hereby certifies that the within and foregoing Code of By-Laws of Abercrombie Woods Property Owners Association, Inc. are true and correct.

Thomas Lewandowski 11-4-08

Dale Hiteman

Joseph Elbo

STATE OF INDIANA)

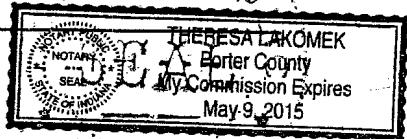
COUNTY OF Porter)

SS:

Before me, the undersigned, a Notary Public in and for the aforesaid county and state, this 5th day of November, 2008, personally appeared Thomas Lewandowski, Dale Hiteman, and Joseph Elbo, the directors of Abercrombie Woods Property Owners Association, Inc., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal.

My commission expires:



Theresa Lakomek, Notary Public
Resident of Porter County, Indiana

This Document Prepared by:

T. Clifford Fleming

T. Clifford Fleming & Associates, PC

323 Village Square

Burns Harbor, IN 46304

"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."

NAME: T. Clifford Fleming