

BY- LAWS

CROOKED CREEK WEST HOMEOWNERS ASSOCIATION, INC.

An Indiana Not For Profit Corporation

ARTICLE I

IDENTIFICATION, MEMBERSHIP, DEFINITIONS

SECTION 1.1 Identification of the Corporation. This Corporation shall be identified and known as the Crooked Creek West Homeowners Association, Inc., an Indiana Non-Profit Corporation.

SECTION 1.2 Membership in Corporation. Each Owner of a Lot is a Member of the Corporation and shall remain a Member until such time as his or her ownership of a Lot ceases. Membership terminates when an Owner transfers title and ownership of the Lot to another, at which time the new Owner becomes a Member.

SECTION 1.3 Definitions. The following definitions apply throughout these By-laws:

- a. "Approved by" means approved by Majority vote of the Membership (or the Board of Directors, as the case may be).
- b. "Articles" means the Articles of Incorporation of the Crooked Creek West Homeowners Association, Inc.
- c. "Association" and "Corporation" mean the Crooked Creek West Homeowners Association, Inc., its successors and assigns, a not for profit corporation, whose members shall be the owners of Lots in the Crooked Creek Heights West Subdivision. The terms "Corporation" and "Association" may be used interchangeably to refer to the Crooked Creek West Homeowners Association, Inc.
- d. "Common expense" and "Common costs" mean those expenses or costs necessary for the administration of the Association and expenses or costs necessary for the upkeep, maintenance, and or repair of the landscape easements and entryways, and all sums lawfully assessed against the Members of the Association.
- e. "Majority" means a majority of members (or Directors, as the case may be) present at any meeting in which a quorum, as defined in these By-laws, is present.
- f. "Member" means a member of the Corporation by right of ownership of one or more Lots within the Crooked Creek Heights West subdivision, and in the case where more than one person owns a single Lot, the owners thereof are collectively one Member.
- g. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot within the Crooked Creek Heights West subdivision.

- h. "Subdivision" and "Crooked Creek West" shall mean the entire subdivision developed as Crooked Creek Heights West located in Pike Township, Marion County, Indiana. The platted sections comprising Crooked Creek Heights West are as follows:

Crooked Creek Heights West, Section I,
Recorded as Instrument No. 91001516"

Crooked Creek Heights West, Section II,
Recorded as Instrument No. 91012055,"

- i. "Super majority" means at least 75% of all Members, regardless of the number of Members in attendance or casting votes on the matter.

ARTICLE II PURPOSES OF THE CORPORATION

SECTION 2.1 Purposes. The Corporation has been formed for the following purposes and functions:

- a. Maintaining the value and appearance of the Subdivision;
- b. Providing for the maintenance, repair, upkeep, and administration of the landscape easements and entryways of the Subdivision;
- c. Enforcement of the Plat Covenants and Restrictions, and the architectural design and environmental control of the Subdivision for the mutual benefit of all Owners/Members;
- d. To pay any other expenses and costs in connection with the Association, as required or permitted by these Bylaws, the Articles and/or the Plat Covenants and Restrictions.
- e. To perform such other functions as may be required or permitted by these By-laws, the Articles and/or the Plat Covenants and Restrictions.

ARTICLE III MEMBERS' MEETINGS

SECTION 3.1 Annual Meeting. The annual Members meeting shall be held on the 1st Wednesday in February, each year the Association is in existence, at 7 o'clock p. m., for the purpose of electing directors, approving an annual budget and regular assessment of Association fees, and for the transaction of such other business as may come before the Membership. If the regularly scheduled annual meeting cannot be conducted or concluded on this date, the annual meeting shall be held on the next succeeding Wednesday, or when otherwise determined by the Directors, as soon thereafter as practical, upon proper Notice pursuant to these By-laws.

SECTION 3.2 Special Meetings. Special Meetings of the Association Membership may be called by the President or by majority vote of the Board of Directors, for any legal purpose. Special Meetings shall be called by the President upon written request stating the purpose for such Special Meeting, signed by at least ten percent (10%) of the Membership, or upon the vote of 10% of the Membership during any duly convened meeting of the Association.

SECTION 3.3 Place of Meeting. The Board of Directors shall designate the place of all meetings. In the absence of such designation, the President shall make such designation for and on behalf of the Board. All meetings must be held within five (5) miles of the Subdivision.

SECTION 3.4 Notice of Meetings. Written notice, stating the place, day and hour of all meetings, and in case of a Special Meeting, the purpose or purposes for which the Special Meeting is called, shall be delivered to each Member not less than thirty (30) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless a Member provides the Secretary of the Association with written instructions to the contrary, notice may be sent or delivered to the address of the Member's Lot. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section if it is sent or delivered to each Member as provided herein.

SECTION 3.5 Quorum. Sixty percent (60%) of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of the Association.

- a. In the event a quorum is not present at a regularly scheduled annual meeting or at the initially scheduled and properly Noticed Special Meeting, the meeting must be adjourned to another date and time, pursuant to these Bylaws.
- b. In the event any meeting must be reconvened or rescheduled due to a failure to attain a 60% quorum, the quorum required for the second attempt to hold the meeting shall be one half of the originally required quorum, or 30% of the Membership, and all action taken pursuant to a vote of the Membership at such meeting shall be binding on all Members and the Association as though all Members had been in attendance.
- c. In the event any attempt to reconvene any meeting rescheduled pursuant to Section 3.5(b) fails to attain the reduced quorum of 30% of the Membership, the quorum required for all subsequent attempts thereafter shall be 10% of the Membership, and all action taken pursuant to a vote of the Membership at such meeting shall be binding on all Members and the Association as though all Members had been in attendance.
- d. Once any meeting has been called to order, if a quorum is present for any period of time and for any purpose during that meeting, the quorum shall be considered present for all purposes for the remainder of that meeting.
- e. No issue that has not been specifically placed on the agenda and described in the Notice of any Special Meeting may be decided at that meeting unless one hundred percent (100%) of the Membership is represented, in person or by proxy, at such meeting.

SECTION 3.6 Proxy. At all Members' meetings, a Member may vote in person, or by written proxy executed by the Member in the form of a duly authorized attorney-in-fact signed by the Member. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. Every proxy shall be specific for a specifically designated annual or Special Meeting of the Association, or its adjourned date, unless otherwise provided in the proxy and shall include the name of the person authorized to vote.

SECTION 3.7 Cumulative Voting. Cumulative voting shall not be permitted. Each Member may cast only one vote for any candidate for any office, even though multiple positions are open for such office.

SECTION 3.8 Voting by Mail-in-Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an annual meeting of Members, or in conjunction with or as a substitute for the holding of a Special Meeting.

- a. In the event that the Board elects to permit mail-in ballots, ballots shall be mailed or delivered to each Member between thirty (30) and sixty (60) days prior to the deadline for voting, and ballots must be received from at least fifty-one percent (51%) of all Members eligible to vote in order for the vote to have any binding effect.
- b. Any and all ballots submitted to the Membership for mailing voting must include an option for the Members to indicate by their votes that the issue(s) upon which voting is solicited shall be deferred until a meeting of the Membership is convened for discussion of and voting on the issue among the Members.
- c. Such option for meeting and discussion of the issue may be marked on the mail-in ballot by the Members, in addition to casting a vote on the merits of the issue. The Members' mail-in vote on the merits of the issue shall be of no consequence in the event a majority of the Members casting a mail-in ballot opt for meeting and discussion.
- d. No issue may be submitted to the Membership for mail-in voting more than once in any six (6) month period without a meeting of and discussion by the Members.

SECTION 3.9 Qualification of Directors. Where a Member consists of more than one person or is a partnership, corporation, trust or other legal entity, then only one of the persons constituting the multiple Owners or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.1 General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner and Member as defined herein.

SECTION 4.2 Number, Tenure and Qualifications. The initial number of Directors of the Corporation shall be five (5). The Corporation may not have fewer three (3) or more than seven (7) Directors, and there must always be an odd number of Directors. Each Director shall hold office until his or her successor is elected by the Membership and qualified. Any change in the number of Directors shall be approved by the Members.

SECTION 4.3 Regular Board Meetings. Regular meetings of the Board of Directors must be held no fewer than twice per calendar year, one of which must be immediately following the regular annual Members' meeting. The time and place for the other Board meeting may be set by Board resolution, or by the President upon Notice to the other Board Members.

SECTION 4.4 Special Board Meetings. Special meetings of the Board of Directors may be called by or at the request of the President. Upon written request for a special Board meeting, submitted and signed by two-thirds of the Directors, the President shall schedule and hold such special Board meeting. In any event, the President shall fix the time for holding Board meetings, which shall be no later than fourteen (14) days after a request for a special meeting has been made pursuant to the terms of this Section 4.4. Unless consented to by all Directors, this special meeting shall be held within five miles of the Subdivision.

SECTION 4.5 Notice of Board Meetings. Notice of any special Board meeting shall be given at least three days in advance by written notice delivered personally or by telegram, or at least seven days in advance if notice is mailed. A Director's attendance at a meeting shall constitute a waiver of any deficiency in the notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was convened without proper notice.

SECTION 4.6 Directors' Quorum. At least fifty percent (50%) of the Directors eligible to attend Board meetings and to vote on Board matters shall constitute a quorum for the transaction of Board business at any meeting of the Board of Directors.

SECTION 4.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4.8 Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting, may be taken without a meeting if a consent, in writing, setting forth the action to be taken shall be signed by all of the Directors.

SECTION 4.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3) of the members of the Board shall expire annually.

- a. The members with the five (5) highest vote totals shall be elected as the initial Board of Directors at the organizational meeting of Members. The terms of the initial Board of Directors (only) shall be determined by the vote totals cast by the Members of the Association with the two Members receiving the first and second highest votes serving an initial three (3) year term, the two Members receiving the third and fourth highest votes serving an initial two (2) year term and the Member receiving the fifth highest vote serving an initial one (1) year term.
- b. Each Director shall hold office throughout the term of his/her election and until his/her successor is elected and qualified. Unless a Director is removed by the Members under Section 4.10, any vacancy occurring in the Board shall be filled by the next highest vote winner, who is willing and able to serve, from the previous Board election.
- c. A Director filling a mid-term vacancy shall serve until the next annual Member's meeting and until his/her successor is elected and qualified, at which time a special election shall be held to elect a Director to serve the remainder of the term, if any, of the vacancy.

SECTION 4.10 Removal of Directors. A Director may be removed without cause by a majority vote of the Members, at a Special Members' Meeting duly called for such purpose. In such case, the removed Director's successor shall be elected at the same meeting, to serve the remainder of the removed Director's term.

SECTION 4.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association, representing all of the Members and being responsible for the administration of the Association, including, but not limited to, the management, maintenance, repair, and upkeep of the landscape easements and entryways, the collection and accounting of Association fees and assessments, and such other matters pertaining to the common good of the Association and its Members as permitted and required by the Articles, these By-laws, Covenants and Restrictions of record, and Indiana law.

The Board may employ a reputable, professional property management agent (herein called the "Managing Agent") to assist the Board in the execution of the Board's duties and responsibilities hereunder, only upon direction and with the approval of a majority of the Membership, and only upon the terms and conditions and pursuant to a written contract approved by a majority of the Members.

SECTION 4.12 Powers of and Limitations on the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish its duties, but such powers do NOT include any power to promulgate, adopt, revise, amend or alter any rules or regulations (whether set forth in these By-laws, the Plat Covenants and Restrictions, the Articles, or otherwise).

- a. Except as noted below, the Board may not commit or obligate the Association pursuant to any contract, whether oral or written, for any expenditure in excess of Five Hundred Dollars (\$500), without the express approval of a majority of the Members after meeting, discussion and vote.
- b. Nothing in this Section 4.12 shall be construed to in any way limit or restrict the Board in its ability, right and obligation to execute and perform under any and all contracts necessary for the implementation of annual expenditures approved by the Membership as part of the Association's annual operating budget, or for implementation of any special expenditure approved by the Membership upon proper notice, meeting, discussion and vote.
- c. Nothing in this Section 4.12 shall be construed to in any way limit or restrict the Board in its ability, right and obligation to (i) mitigate any damages that may reasonably be expected to occur to any common property of the Association, (ii) avoid, correct, remediate or otherwise respond to any emergency that the Board reasonably believes may endanger human life and/or common property of the Association, or which may impose liability on the Association, if such emergency is not susceptible to discussion and decision by the full Membership in a timely fashion.
- d. Nothing in this Section 4.12 shall be construed to in any way limit or restrict the Board in its ability, right and obligation to execute and perform under contracts for replacing or restoring portions of the landscape easements and entryways damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.
- e. Any and all acts by the Board of Directors, or by any single Director, taken pursuant to Section 4.12 (c) and (d) must be disclosed and explained in writing, and an accounting made to the full Membership, within fourteen days of such act or occurrence.
- f. Nothing in this Section 4.12 shall be construed to in any way limit or restrict the right of any Member who has heretofore acted for the common good, and in good faith, pursuant to the duties and obligations contained in these By-laws, the Plat Covenants and Restrictions, and/or the Articles to recover proportionate contribution and reimbursement from the Association's Membership, of the actual amounts expended and/or committed for the maintenance, preservation and/or repair of the common entry ways and easements, and for the administration, management and implementation of the affairs of the Subdivision prior to or subsequent to the establishment of the Association.

SECTION 4.14 Compensation. No Director or officer shall receive any compensation for his or her services as Director or officer.

SECTION 4.15 Non-Liability of Directors. Except for willful misconduct, bad faith or gross negligence, no Director shall be liable to the Association or its members, or to any other persons, for any error, omission or mistake of judgment exercised in carrying out the Directors' duties and responsibilities. The Association shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person or entity, arising out of actions by, or contracts entered into by, the Board on behalf of the Association, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct gross negligence, or illegal self dealing.

SECTION 4.16 Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any person his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for bad faith, gross negligence or willful misconduct in the performance of his duties.

A judicial or administrative finding that any Director has acted in good faith and without willful misconduct or gross negligence shall be binding on the Association.

A judicial or administrative finding that any Director has not acted in good faith, or has acted with willful misconduct or gross negligence, is binding on the Association unless a majority of the Membership votes that such Director should be nonetheless be reimbursed and/or indemnified for the reason that the Membership does not agree or believe that the Director was guilty of gross negligence, bad faith or willful misconduct. In making such findings notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 4.17 Non-Liability of Officers and Committee Members. The provisions of Sections 4.5 and 4.6 shall also apply to Officers of the Corporation (if any) and members of any Committee, including the Architectural Control Committee.

SECTION 4.18 Bond. The Board of Directors shall provide blanket fidelity bonds for the Treasurer of the Corporation, and such other officers or Directors of the Association that handle or are responsible for funds. The fidelity bonds shall indemnify the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Membership (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one-fourth (1/4) of the aggregate annual assessments on all Lots). Any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be canceled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of such bond shall be a common expense.

**ARTICLE V
OFFICERS AND STANDING COMMITTEES**

SECTION 5.1 Number. The Board of Directors shall serve as officers of the Corporation, and shall elect among the Directors, a President, Vice President, Secretary, and Treasurer. The President may not also serve simultaneously as any other officer, though the other officers may serve more than one office at the same time.

SECTION 5.2 Election and Term of Office. The officers of the Corporation shall be elected annually by and from among the Board Members, at the first meeting of the Board held after each annual meeting of the Members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as practicable. Each officer shall hold office until a successor shall have been duly elected and qualified or until his or her death, resignation or removal as hereinafter provided.

SECTION 5.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby.

SECTION 5.4 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time.

SECTION 5.5 Vice President. The Vice President shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President, unless the President so directs in writing, or unless the President is unwilling, unavailable or unable to perform the duties and responsibilities of President.

SECTION 5.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Member, as furnished by the Member and of each Mortgagee, as furnished by the Member or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 5.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the Corporation; (b) receive and give receipts for monies due and payable to the Corporation and deposit all such monies in the name of the Corporation in such financial depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors.

The Treasurer may, with the approval and consent of the President and the Membership, enlist the assistance of a professional accountant for the keeping and reconciling of the Association's financial books and ledgers, and for the preparation of the Associations' tax returns.

Section 5.8 Committees. The Association shall at all times have an Architectural Control Committee, and may have such other Committees and sub-committees as it deems necessary or beneficial, whether by vote of the Membership or by appointment by the Board of Directors.

**ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

SECTION 6.1 Contracts. Within the limits and for the purposes imposed and authorized herein, the Board of Directors may authorize, by resolution, any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 6.2 Loans. No loans shall be contracted on behalf of the Corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, but only pursuant to the express authority conferred for that purpose by the Membership. Such authority may be general or confined to specific instances.

SECTION 6.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time-to-time, be determined by resolution of the Board of Directors. All checks in excess of \$250.00 must be signed by two officers, agents or agents of the Corporation.

SECTION 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**ARTICLE VII
TAXES, UTILITIES AND MAINTENANCE**

SECTION 7.1 Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot, and paid by the title owner of each Lot.

SECTION 7.2 Maintenance Repairs and Upkeep. Maintenance, repairs, and upkeep of the landscape easements and entryway shall be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the common expenses.

SECTION 7.3 Damage to or Abuse of the Landscape Easements and Entryways. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor of the Owner, damage is caused to the landscape easements and entryways requiring repair or replacement of any common property, such Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

SECTION 8.1 Purposes. The Architectural Design and Environmental Control Committee ("Architectural Control Committee" or "ACC") shall monitor and enforce the external design, appearance, use and location of improvements within the Subdivision, in such a manner as to preserve and enhance property values and to maintain a harmonious relationship among structures, improvements and natural vegetation and topography.

SECTION 8.2 Architectural Control Guidelines. There shall be written Architectural Control Guidelines ("Guidelines") for the benefit of, applicable to, and enforceable against all Members of the Association and their families, tenants and guests (and guests of tenants), who in any way use, occupy or benefit from the Subdivision, or any part thereof.

- a. The Members, by majority vote, shall at all times retain ultimate, supervisory control, and authority to determine the contents of the Guidelines.
- b. The initial ACC (as constituted after the organizational meeting of Members), with the consent and approval of the Board of Directors, and subject to mandatory review (and if deemed appropriate, amendment) by the Membership, shall have the authority and responsibility to establish and distribute the initial written Guidelines.
- c. The ACC shall also have the authority to, from time to time, revise, amend and/or revoke any or all of the provisions of the Guidelines, with the consent and approval of the Board of Directors, so long as two written notices of any such revision, amendment or revocation are given to all Members at least forty-five(45) days prior to the adoption of such amendment and sixty (60) days prior to the effective date of such revision, amendment or revocation. The first notice must be sent to all Members at least forty-five (45) days prior to the adoption of such amendment and a second notice must be sent to all Members no less than fourteen (14) days and no more than twenty-one (21) days after the first notice. The failure by the Membership to either convene a meeting or initiate a mail ballot vote on any such proposed revision, amendment or revocation on or before the adoption date of the proposed revision, amendment or revocation, shall be deemed to constitute the Membership's approval of same, which approval shall be duly noted in the Board of Directors' Corporate minute book. All written notices of amendments, revisions, or revocations must include the previous sentence and phone numbers for all current members of the ACC.
- d. The Architectural Control Guidelines may not conflict with or contradict any provision of the Plat Covenants and Restrictions, unless and until a super majority of all Members (not merely 75% of those Members casting votes) vote to approve any such conflicting or contradictory amendment.
- e. No ACC Guideline that would in any way conflict with the original Plat Covenants and Restrictions, or which would impose a condition more restrictive than the original Plat Covenants and Restrictions, may be applied or enforced retroactively, to the economic detriment of any Owner or Member who has relied on the less restrictive original Plat Covenants and Restrictions or on the absence of the more restrictive condition adopted by the ACC, the Board and/or the Association.
- f. The fact that an ACC and ACC guidelines may be adopted and/or enforced against an Owner/Member by the ACC, the Board, or the Association shall not, in and of itself, constitute the imposition of "a condition more restrictive than the original Plat Covenants and Restrictions" for purposes of Section 8.2(b).
- g. The ACC Guidelines must be recorded of record with the Marion County Recorder's Office.

SECTION 8.3 Additional Approvals. Under no circumstances shall approval of the ACC be deemed to release any required governmental approval or be deemed to constitute a representation or assurance by the

Committee that any planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

SECTION 8.4 Alterations Without Approval. The ACC and/or the Board of Directors shall have right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs, but only if such unapproved improvement is first shown to be in violation of an express, written standard, and that the improvement would not have been approved had it been submitted for review by the ACC.

- a. In all instances of any proposed action by the ACC or the Board, the affected Owner or Member may petition the full Membership for review and intercession, which petition must be considered either by way of a special meeting of the Membership or by mail-ballot, is determined by the Membership.
- b. A decision by the Membership, the ACC or the Board, favorable to the Owner/Member, shall be final and binding on the Association, the ACC and the Board, with no right of appeal.
- c. Any final decision by the Membership, the ACC or the Board, adverse to the Owner/Member, may be appealed by the Owner/Member to a court of competent jurisdiction within thirty (30) days of the Owner/Member's receipt of the final, adverse decision. The ACC must provide written notification to all Members of any and all appeals made to a court of competent jurisdiction.
- d. Any direct expense incurred by the Association in the course of such Owner's petition shall be borne by the Owner seeking Membership review unless the Owner ultimately prevails in a court of law.

SECTION 8.5 Miscellaneous Provisions.

- a. The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not, in itself, prevent the ACC from objecting to a similar improvement for another Lot in the Subdivision, however such inconsistency, if any, may be considered by the ACC, the Board and/or the Membership upon review.
- b. The members of the ACC are not entitled to any compensation for services performed on behalf of the Committee.
- c. Election of members of the Architectural Control Committee shall occur at the Annual Meeting of Members, in conjunction with the election of members of the Board of Directors.
- d. The Architectural Control Committee shall consist of an odd number of members, not less than three (3) or more than five (5). The ACC may appoint such subcommittees and associate (non-voting) members, as it deems necessary or beneficial to carrying out its responsibilities.

**ARTICLE IX
AMENDMENT OF BY-LAWS**

SECTION 9.1 General Amendments. The power to make, alter, amend, add to and repeal the By-laws of the corporation is vested solely in the Membership, and notice of any such amendment must be given to all Members at least thirty (30) days prior to the proposal and adoption of such amendment. Any change to the By-laws requires the absolute vote of a super majority of all Members.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

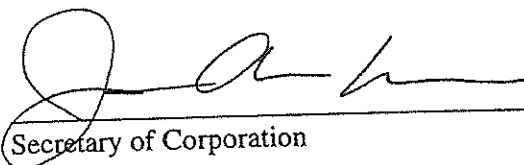
SECTION 10.1 Interpretation of Conflicting Provisions. In the event of irreconcilable, conflicting provisions of the various documents, the following order of priority shall apply for resolving the conflict:

- a. Subdivision plats
- b. Plat Covenants
- c. Articles of Incorporation
- d. These By-laws
- e. Architectural Control Guidelines

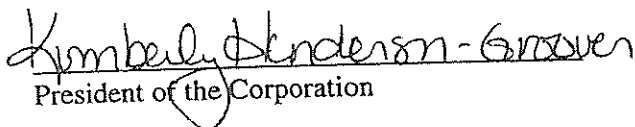
SECTION 10.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December in each year.

SECTION 10.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Committees. All books and records of the Corporation may be inspected by any Member, their agent or attorney for any proper purpose at any reasonable time, with reasonable advance notice given. All books and records of the Corporation shall be maintained for a period of seven years.

SECTION 10.4 Effective Date. These By-laws were approved at a duly convened meeting of the Members of the Crooked Creek West Homeowners' Association, Inc., on the 26th day of May, 1999 and they are effective as of said date.


Secretary of Corporation

APPROVED:


President of the Corporation