

**DECLARATION AND BY-LAWS OF
THE HUNTER WOODS HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, the Declarant intends to develop an association of townhome units on the property which is the subject of this Declaration; and,

WHEREAS, the Declarant (as defined in Section 1.10 below) formed the Association (as defined in Section 1.01 below) on March 19, 2025, which the property will be subject to these covenants, Declaration and rules of the Association; and,

WHEREAS, the Declarant now records these Declaration and By-Laws to set forth the restrictions, rules and covenants for the Association; and,

NOW, THEREFORE, the Declarant states as follows:

ARTICLE I

Definitions

Section 1.01. Association: "Association" or "HOA" shall mean Hunter Woods Homeowner's Association, Inc, an Indiana not-for-profit corporation, whose Articles of Incorporation were filed with the Indiana Secretary of State on March 19, 2025, and incorporated herein by this reference and made a part hereof. This Association is intended to act as the "Association" under the provisions of Indiana's Homeowners Association Act codified at IC §32-25.5-3, *et seq.*

Section 1.02. Board: "Board" or "Board of Directors" shall mean the Board of Directors of the Association provided for in the Association's By-Laws, which shall be the governing body of the Association. For a period of not to exceed one (1) year from the date of sale of ninety-five percent (95%) of the Units, the Declarant shall manage the affairs of the Corporation and be the sole voting member of the Board of Directors. The process for the turnover of the Association is contained in the By-Laws for the Association attached as Exhibit "A."

Section 1.03. By-Laws: "By-Laws" shall mean the By-Laws of the Association which are attached hereto and marked as Exhibit "A", incorporated and made a part of the Association's Declaration and governing documents by virtue of this reference.

Section 1.04. Common Areas: "Common Areas" shall mean all portions of the Hunter Woods Property designated as such on the Plans as defined in Section 1.14 below. The Common Areas shall be owned by the Association.

Section 1.05. Townhome Unit: A "Townhome Unit" or "Unit" shall mean that part of the Hunter Woods Property within one (1) of the Buildings, including all of its rooms, occupying all or part of a floor or floors, intended for any type of independent ownership for use and occupancy as a residence by a single

household and shall, unless otherwise specified, include within its meaning a townhouse. Each Townhome Unit shall consist of the space enclosed and bounded by the planes defined by the exterior surface of the exterior siding, shingles and to the centerline of the party (demising) walls, as built or as shown on the building plans, including the fixtures and improvements located wholly within the boundaries and including the structural parts of the buildings. The Townhome Units are described in Article II of this Declaration.

Section 1.06. Townhome Unit Lot: "Townhome Unit Lot" or "Lot" shall be the Lot conveyed to an Owner per this Declaration and related conveying instrument.

Section 1.07. Common Expenses: "Common Expenses" means the expenses of administration of the Association and expenses for the maintenance, repair and replacement of the Common Area as defined in Section 4.07.

Section 1.09. Declaration: "Declaration" shall mean this instrument, by which the Hunter Woods Property is submitted to the provisions of this Declaration and shall include such amendments to this instrument as from time to time may be adopted. The provisions of this Declaration shall run with the land and be binding on all current and future purchasers of Lots.

Section 1.10. Declarant: "Declarant" means Park Street Community, LLC, and any mortgagee, successors, assigns designated in writing to have the rights of Declarant under the Declaration.

Section 1.11. Owner: "Owner," "Unit Owner" or "Homeowner" shall mean the record owner, whether one (1) or more persons, of a fee simple title to any Townhome Unit Lot and Townhome Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.12. Person: "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof capable of holding title to real property.

Section 1.13. Plans: "Plans" shall mean the Site Plan of the real estate and all Townhome Unit Lots submitted to the provisions of this Declaration, which have been filed with the County Recorder and which are incorporated into this Declaration by this reference as Exhibit "C."

Section 1.14. Property: "Property" shall mean all the Hunter Woods Property subjected to this Declaration, described in Exhibit "C", all improvements and structures constructed or contained in or on the Property, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners, and all easements, rights, and appurtenances belonging to the Property. The Property shall be known as "Hunter Woods Homeowner's Association."

Section 1.15. Public Areas: "Public Areas" shall mean that part of the Hunter Woods Property, if any, which the Declarant or the Board of Directors of the Association proposes to dedicate to the City of La Porte, Indiana and/or the public utilities as may serve the general public and/or their respective assigns and/or successors in interest, for the public use and benefit and which is depicted on the Plans filed with the County Recorder.

ARTICLE II

Property and Townhome Units

Section 2.01. Townhome Unit Lot: Description and Ownership: The legal description of each Townhome

Unit Lot shall consist of the identifying number or symbol of such Townhome Unit Lot shown on the Plans. Every deed, lease, mortgage, or other instrument may describe a Townhome Unit Lot shown on the Plans. Every deed, lease, mortgage or other instrument may describe a Townhome Unit Lot by its identifying number or symbol as shown on the Plans, and every such description shall be deemed good and sufficient for all purposes. The acceptance of a deed, lease, or mortgage as to any Townhome Unit Lot by any person or persons shall constitute the acceptance and ratification by the same of this Declaration, the By-Laws, and all existing or future rules and regulations of the Board. Each Townhome Unit Lot shall consist of the real estate and the Townhome Unit as described in Article I, Section 1.08 of this Declaration. No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Townhome Unit Lot to be separated into any tract or parcel different from the whole

Townhome Unit Lot as shown on the Plans. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Townhome Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Townhome Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, in accordance with the actual existing construction. In such cases, permanent easements for exclusive use shall exist in favor of the Owner of each Townhome Unit Lot in and to such space lying outside the actual boundary line, but within the corresponding wall, floor or ceiling surfaces of the Townhome Unit Lot. Any equipment relating to the air conditioning system of any Townhome Unit Lot which is situated outside the boundaries of the Townhome Unit Lot hereinabove defined shall be a part of such Townhome Unit Lot.

Section 2.02. Certain Structures Not Constituting Part of Any Townhome Unit: No Owner shall own any pipes, wires, cables, ducts, conduits, chimneys, public utility lines or meters, or other structural components running through that Owner's Townhome Unit Lot if they serve more than one Townhome Unit, whether or not such items shall be located in the floors, ceiling, perimeter or interior walls of the Townhome Unit, except as a tenant-in- common with all other Owners.

Section 2.03. Real Estate Subject to this Declaration: The plat of the Association is attached to this Declaration as Exhibit "B". The following described real estate constitutes that portion of Hunter Woods Property being made subject to this Declaration:

DESCRIPTION FOR ALL PHASES:

See Attached Exhibit "B"

Section 2.05. Initial Declaration: The Association will be expandable. It is anticipated that the development will occur in two (2) phases consisting of ten (10) townhome lots and thirty-one (31) total townhome units for Phase 1, and a total of ninety-five (95) total townhome units for all planned phases. In the event the Developer chooses not to complete both phases or fails to complete any phase within ten (10) years, the Developer will retain title to such real estate and it will not be subject to these Declaration. Each phase shall not be deemed to be a part of the Association or subject to these Declaration until recorded with the La Porte County Recorder by the Declarant. In the event the Declarant does not expand both phases, the HOA consents to the creation of an easement for common area driveway between the Association and the Developer for egress and ingress for use by the Developer and its successors in interest and the Association Unit Owners.

Section 2.06. Phase I and Subsequent Phases: Phase 1 is now dedicated to the HOA by the Developer. Phase 1 is more specifically described as and includes Lots 7-16, and the Common Areas consisting of Outlots A, B, and C of the plat of Hunter Woods, Phase 1, as well as the access road as recorded in Instrument No. 2024R-12808 in the Office of the Recorder of LaPorte County, Indiana, all as depicted on the attached

Exhibit "B," which is now incorporated into and made a part of this Declaration by virtue of this reference.

ARTICLE III

Common Areas

Section 3.01. Description: For purposes of this Declaration, the "Common Areas" are designated as such on the Plans filed with the La Porte County Recorder and attached to these Declaration and are more particularly described as Outlots A, B, and C of the plat of Hunter Woods, Phase 1, as recorded in Instrument No. 2024R-12808 in the Office of the Recorder of LaPorte County, Indiana. The Common Areas are owned by the Association and consists of all property of the Association not owned by a Unit Owner. The Association's ownership of the Common Areas does not mean that the Association is responsible to maintain all portions of the Common Areas. Article IV, Section 4.02 below describes the Association's duties concerning the Common Areas.

Section 3.02. Ownership of Common Areas: The Association shall own the Common Areas. Subject to Section 1.05, each Owner shall have a non-exclusive easement to use and enjoy the Common Areas, including the right to use the Association's Common Areas for all purposes incident to the use and occupancy of such Owner's Townhome Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with each Townhome Unit Lot.

ARTICLE IV

General Provisions as to Townhome Unit and Common Areas

Section 4.01. Use of the Common Areas: Each Owner shall have the right to use the Common Areas in conjunction with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy, and enjoyment of, the respective Townhome Unit owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and the rights of Owners with respect thereto shall be subject to and governed by this Declaration, the Articles of incorporation, the By-Laws, and the rules and regulations of the Association.

Section 4.02. Maintenance of Common Areas - Equally Shared Common Expenses:

Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas shall be the responsibility of the Association through its Board. Each Owner shall pay to the Association that Owner's equal share of the expenses of maintenance, repair, replacement, insurance, administration and operation of the Common Areas and the Association, such expenses being hereinafter referred to as "Equally Shared Common Expenses". The Equally Shared Common Expenses shall include, but are not limited to, expense of administration of the Board and Association, snow removal, lawn care and landscaping for the Common Areas, and other Association expenses. Payment shall be at such times as may be provided by the By-Laws or rules and regulations of the Association. Each Owner shall be personally liable for the payment of all Assessments levied to cover the costs of the Common Expenses and all other charges. Where the Owner constitutes more than one (1) person, the liability of such persons shall be joint and several. In the event of the failure of an Owner to pay his or her share of the Common Expenses when due, the amount shall constitute a lien on the interest of such Owner in the Property. A notice of lien for unpaid assessments may be filed and foreclosure suit brought by the Board in the same manner as provided by statute governing mechanics' and materialmen's liens and the Board shall, in addition to all other remedies available at law or in equity, be entitled to collect prejudgment interest at the maximum rate allowed by law, and the reimbursement of all costs, including reasonable attorney fees,

incurred in collecting any delinquency and/or pursuing foreclosure upon any liens. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an Assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Townhome Unit, not only the delinquent Assessments, but also all interest, all court costs, all costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action and reasonable attorney's fees. Abandonment of a Townhome Unit Lot or non-use of the Common Areas by an Owner shall not relieve such Owner from the obligation to pay that Owner's proportionate share of the Common Expenses.

In addition to the kinds of expenses described in the paragraph above, a portion of the Common Expenses shall be designated for a capital expenditure reserve fund for the long-term replacement of those items for which the Association is responsible as described in Section 4.07(a) below, and shall be set aside and maintained in separate interest bearing account with a bank and/or savings and loan association authorized to do business in La Porte County, Indiana. On an annual basis, the Board of Directors shall determine the appropriate amount of this reserve funding after taking into account the components of the Property for which the Association is responsible, the estimated remaining useful life of each such component, and the anticipated future costs that the Association will incur. Said reserve shall provide for the long-term replacement fund for the capital improvements for which the Association is responsible.

Declarant, although a member of the Association, shall not be responsible at any time for payment of Association assessments. Declarant, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the development, and other improvements constructed within or appurtenant to the Units, that are not owned by Declarant. For purposes of the foregoing sentence, Declarant's proportionate share of such expenses shall be based upon the ratio of Units owned by Declarant at the time the expense is incurred, to the total number of Units then in the development. At no time will Declarant be responsible for the payment of any portion of any assessment which is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against Declarant, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

Section 4.03. Easements:

A. Easements for Utilities: All public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, lines and wires, and other equipment into, over, under, along, and on any portion of the Common Areas for the purpose of providing the Property with utility services, together with the reasonable right of ingress and egress to the Property for said purpose. However, nothing herein shall permit the installation of sewers, electric lines, gas lines, water lines, or other utilities, except as initially designed or approved by the Board. By virtue of this easement, the cable television, electric, and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain television, electric and telephone lines, wire, circuits, and conduits on, above, across, and under the roofs and exterior walls of the buildings. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portion of said Common Areas, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any and all pipes, wires, ducts, conduits, chimneys, public utility lines, meters, or structural components running through the walls of any Townhome Unit, whether or not such walls of any

Townhome Unit, whether or not such walls lie, in whole or in part, within the Townhome Unit Lot boundaries.

B. Easements to Run with Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect.

Section 4.04. Separate Real Estate Taxes: It is intended and understood that real state taxes are to be separately taxed to each Townhome Unit Lot. If any real estate taxes are levied on any portion of the Common Areas owned by the Association, the Association shall pay the same and such costs will be part of the Equally Shared Common Expenses of the Association.

Section 4.05. Utilities: Each Owner shall pay for the telephone, cable TV, sewer, water, electricity and gas, and other utilities which are individually metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Equally Shared Common Expenses, unless otherwise determined by the Board.

Section 4.06 Insurance: Each Owner shall be totally responsible for maintaining casualty and liability insurance on the Owners' Townhome Unit and the Townhome Unit itself, including contents, and for additions and improvements thereto, and decorating and furnishing, and personal property therein, and for personal property stored elsewhere on the Property and for personal liability insurance as it relates to the individual's Townhome Unit Lot. The Association is NOT responsible for insuring the individual Owners' Townhome Units or Lots. The Townhome Unit Lot Owner's policy shall cover the entire structure. The Owner and the Owner's insurance company shall always be required to return a damaged structure to its original pristine state and shall name the Association as a secondary insured. A cash settlement in lieu of replacement is not an option unless approved by the Board. Each Owner hereby waives and releases any and all claims which the Owner may have against any other Owner, the Board, its officers, members of the Board, the Declarant, and their respective employees and agents, for damage to the Common Areas, the Townhome Units or Townhome Unit Lots, or to any personal property located in the Townhome Units or Common Areas caused by fire or other casualty.

Section 4.07. Maintenance, Repairs and Replacements of Townhome Units and Improvements:

A. By the Association -- Equally Shared Common Expenses: The Association, as part of the Common Expenses, shall be responsible for the routine and ordinary maintenance of any irrigation systems and common area site drainage systems. The Association also shall be responsible for the landscaping on the Common Areas (to include mowing, trimming, fertilization, and plantings), all to the extent and frequency deemed desirable by the Board of Directors, with all such costs being a part of the Common Expenses

B. By the Owner: Except to the extent provided by the Association as described in Section 4.07(a) immediately above, each Owner shall be obligated to maintain and keep in good order and repair ALL OTHER PORTIONS of that Owner's Townhome Unit (interior and exterior) and Lot, including, but not limited to, the Owner's driveway, sidewalk, fencing, and patio or deck. Each Owner is responsible for routine, normal maintenance, upkeep and repairs, and replacement of the roofs shingles, the facias and soffits, and the exterior siding and stone as well as caulking, tuck pointing and sealing of the windows, screens and frames, and any drainage pipes from roof downspouts.

Section 4.08. Negligence of Owner: If, due to the act or omission of an Owner, its invitees or third parties other than the invitees, contractors, employees, or agents of the Association or due to casualty use or acts of other parties than the agents, employees or contractors of the Association, or of a member of the

Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas, or maintenance, repairs or replacements shall be required which would otherwise be any part of the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the board, subject to the rules, regulations and By-Laws of the Board. The Unit Owner will also apply the proceeds received from any casualty and liability insurance policy covering the Townhome Unit as provided in Article 4.06.

Section 4.09. Alterations, Additions and Improvements: No alterations of any Common Areas shall be made by any Owner without the prior written approval of the Board.

Section 4.10. Design Control: The repair or reconstruction of any Building or other structure (whether containing Townhome Units or not) by virtue of a casualty loss shall, to the extent possible, conform to the original design and architecture of the Buildings contemplated by the Plans.

ARTICLE V

Covenants and Restrictions as to Use and Occupancy

Section 5.01. Covenants and Restrictions: The Townhome Unit Lots and Common Areas shall be occupied and used as follows:

Purpose: No part of the Property shall be used for any purpose other than housing and related common purposes for which the Property was designed. Each Townhome Unit or any two (2) or more adjoining Townhome Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration, and for no other such purpose.

Obstruction of Common Areas: There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Board, except as herein expressly provided.

Hazardous Uses and Waste: Nothing shall be done or kept in any Townhome Unit or in the Common Areas which would increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in a Townhome Unit, or in the Common Areas which would result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Areas.

Exterior Exposure of Buildings: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Townhome Units, or in the Common Areas that would require nails or permanent hangers to be affixed to the structure or outside a unit. No sign, awning, canopy, pergola, shutter, radio or television antenna, satellite dish, or wind chime shall be affixed to or placed upon the exterior walls or roof, or any part thereof: or in the yard outside of the unit without the prior written consent of the Board. Yard decorations, concrete or otherwise, shall not be placed in areas that are professionally maintained without Board approval. No plantings of trees, flowers or other vegetation is permitted without Board approval. A Unit owner may display an American Flag.

Animals: No birds, animals, or insects shall be raised, bred or kept in any Townhome Unit or in the Common Areas except that dogs, cats, or other domestic household pets may be kept in Townhome Units, subject to rules and regulations adopted by the Board, provided they are not kept or maintained for any commercial breeding or showing purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the board. Excessive barking and dogs that display vicious or aggressive tendencies are

prohibited. Pets permitted by this paragraph shall not be

allowed to roam free or be tied and confined by rope, cable or chain in the Owner's Lot or any portion of the Common Areas. All pets permitted by this paragraph shall be restrained by an appropriate leash or cage when out-of-doors. No Owner shall have more than two (2) pets as permitted under this paragraph living in the Owner's Townhome Unit unless otherwise approved by the Board. Owners shall be required at all times to pick up all pet droppings immediately after placement, whether on the Owner's own Lot, another Owner's Lot, or the Association's Common Areas, and the Association may issue penalties or fines for violations of this rule.

Fireplace- Prohibition on Wood Burning: No Owner shall, nor permit a tenant to, burn wood or wood products in or outside a Townhome unit. The use of artificial logs fueled by natural gas shall be permitted.

Nuisances: No unlawful, immoral, noxious or offensive activity shall be carried on in any Townhome Unit or in the Common Areas; nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

Parking Restrictions: No overnight vehicular parking shall be permitted on any street or roadway designated on the Plans. Such parking is permitted on a limited basis for the Owners and their guests, but vehicles shall not remain parked from dusk to dawn. No Owner shall permit a boat or recreational vehicle to be parked anywhere on the Property, except within a Townhome Unit's garage. No boats, campers, commercial trucks or other vehicles, except for automobiles, shall be parked or stored outside of the garage spaces. All parking must be on paved surfaces; no parking allowed in lawn areas. No owner shall have more than three vehicles parked in the Common Areas the Property unless approved by the Board of Directors. All vehicles parked on the Property must have a current registration. If a vehicle does not have a current registration, it must be parked in a Townhome Unit garage. No vehicles with commercial markings or used for commercial activities may be parked on the Property or a Unit Owner's driveway and must be parked in a Townhome Unit garage.

Impairment of Structural Integrity of Building: Nothing shall be done in any Townhome Unit, in, on or to the Common Areas which will impair the structural or acoustic integrity of a building or improvement or which would structurally change the building or improvement except as is otherwise provided in the governing documents. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an annoyance or nuisance to the other Owners or occupants.

Laundry or Rubbish: No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas or the Owner's Lot. The Common Areas shall be kept free and clear of rubbish, debris and other waste.

Lounging or Storage in Common Areas: There shall be no parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches, storage bins, storage of any kind or chairs on any part of the Common Areas, except in accordance with their intended purpose, as defined by the Board from time to time.

Prohibited Activities and Signs: Except as set forth below, no industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window unit displays, vehicle signs or yard displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Townhome Unit. Home occupations are permitted so long as they strictly comply with all applicable laws

and ordinances and they do not create a nuisance or annoyance for other residents,

Alterations of Common Areas: Nothing shall be altered or constructed in or removed from the Common Areas except upon the written consent of the Board.

Rentals: Rentals of units will be subject to the rules and regulations adopted by the Association, but in no event may a Unit be rented for less than twelve (12) months for any rental. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties such as VRBO or Airbnb offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant. In the event of a violation of this covenant and restriction, the Association may seek any action at law, including a Claim for Eviction, and the owner will be subject to all expenses incurred by the Association, including attorney's Fees.

No owner may store, park or erect storage/tool sheds, or store or park boats, kayaks, floatation devices, fish cleaning stations, motorcycles or recreational vehicles on a lot or in the Common Areas. Hot tub units for individual Units is permitted so long as they are placed on the existing patio slab of the Unit.

ARTICLE VI

Insurance

Section 6.01. Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be an Equally Shared Common Expense.

Section 6.02. Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as an Common Expense by the Association. Any management agent (if any) that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Townhome Units in the Hunter Woods subdivision, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

Section 6.03. Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including director's and officer's liability insurance. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any management agent acting on behalf of the Association. The premiums for all such insurance coverage shall be an Equally Shared Common Expense.

Section 6.04. Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Townhome Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 6.05. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Areas actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency in equal amounts.

Section 6.06. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Hunter Woods Homeowner's Association. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE VII

Party Walls

Section 7.01 General Rules of Law to Apply. Each wall built as part of the original construction of a Townhome Unit and situated upon the dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and liability of Owners for property damage due to negligence or willful acts or omissions in connection with party walls shall apply.

Section 7.02 Sharing of Repair and Maintenance and Destruction. If any party wall is damaged or destroyed by (i) fire or other casualty, or (ii) ordinary wear and tear and deterioration from lapse of time, or (iii) or by some cause other than the act of one of the adjoining Owners, its agents, family, household or guests, then both adjoining Owners shall proceed forthwith to rebuild or repair the structural components of such party wall, sharing equally the cost thereof, and each individual Owner shall proceed forthwith to rebuild or repair the non-structural components of such wall in proportion to their respective uses of the party wall. Any and all such reconstruction and/or repairs shall be completed immediately to the extent that the failure to commence and/or complete such reconstruction and/or repairs would result in an immediate risk to human health and/or safety. All other reconstruction and/or repairs shall be completed within three (3) months following the casualty or other event that damaged or destroyed such party wall, unless a longer period of time is approved in writing by the Association. If a party wall is in a condition that is of such a nature that it has or will (if left uncorrected) result in further damage or destruction of such party wall, the reconstruction and/or repairs shall be completed within a reasonable time, not exceeding six (6) months following the initial discovery of the condition. Any and all such reconstruction and/or repair shall be made in a good and workmanlike manner, in compliance with all requirements of applicable state and local governing authorities and otherwise in compliance with all applicable laws, ordinances, rules and regulations, to the same or better condition as existed prior to such condition, damage or destruction. However, in the event of substantial destruction to the party wall and adjoining

Townhome Units (i.e.) where eighty percent (80%) or more of the party wall and the adjoining Townhome Units are destroyed by fire or otherwise), neither Owner shall be obligated to repair or restore the party wall. Each Owner shall have an easement over that part of the other Owner's Lot that is necessary or desirable in order to repair, restore or replace the party wall.

Section 7.03 Repairs for Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one or more adjoining Owners, or their respective agents, families, households or guests (collectively the "Offending Parties"), whether or not such act is negligent or otherwise culpable, so as to deprive another adjoining Owner of the use and enjoyment of the party wall, then the Owner(s) of the Townhome Unit(s) from whence the Offending Parties committed the act that caused the damage or destruction, shall forthwith proceed to rebuild and repair the same, in the manner required under Section 7.02 above, without cost to the adjoining Owner.

Section 7.04 Use; Other Changes. Either Owner shall have the right to use the side of the party wall facing the Owner's Townhome Unit in any lawful manner, including attaching structural or finishing materials to it; however, in addition to meeting the other requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild its Townhome Unit in any manner which involves the alteration of any party wall shall first obtain the written consent of the adjoining Owner, whose consent shall not be unreasonably withheld, conditioned or delayed. If the adjoining Owner has not responded in writing to the requesting Owner within twenty-one (21) days of its receipt of any such written request, given by registered or certified mail, return receipt requested, such consent of the adjoining Owner shall be deemed to have been given.

Section 7.05 Right to Contribution Runs with the Land; Failure to Contribute. The right of any Owner to contribution from any other Owner under this Article VI shall be appurtenant to the land and shall pass to such Owner's successors in title. If either Owner shall neglect or refuse to pay the Owner's share under this Article VI, or all of the cost in case of the negligence or willful misconduct of such Owner, the other Owner may have the party wall repaired or restored and shall be entitled to have a mechanic's lien on the property of the Owner failing to pay for the amount of its share of the repair or replacement cost.

Section 7.06 Dispute. In the event of a dispute between or among Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and whose decision shall be final.

ARTICLE VIII

Remedies for Breach of Covenants, Restriction, and Regulations

Section 8.0 I. Abatement and Enjoinment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default or any covenant, By-Law or provision contained herein, shall give the Board the right in addition to the rights set forth below:

To enter the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and,

To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of

any breach.

The Board shall be entitled to recover from a defaulting Owner, other than the Declarant, reasonable attorney fees and costs incurred in pursuing any of the remedies set forth in this paragraph.

ARTICLE IX

The Homeowners Association

Section 9.01 Association of Owners: In order to provide for the maintenance, repair, replacement, administration and operation of the Property, there has been created a not-for-profit corporation, Hunter Woods Homeowners' Association, Inc., whose membership shall be comprised of and limited to Owners. The Association shall have one (1) class of membership. All members of the Association shall abide by the rules and regulations of the Association. Each Owner shall be a member of the Association, but membership shall terminate when such member ceases to be an Owner. The Association shall elect a Board of Directors in accordance with and as prescribed by its By-Laws.

Section 9.02 Amendments to Declaration: The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total ownership and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed to such owners, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of La Porte County, Indiana.

Section 9.03 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a fine quality Townhome dwelling development.

Section 9.04 Indemnity to Board Members: The Declarant and the members of the Board and the officers thereof shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Association shall indemnify and hold harmless each such member or officer against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration, or in violation of any resolution adopted by the Owners or Board of Directors. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Owner arising out of any contract made by such members, or officers, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Areas bears to the total percentage of all the Owners in the Common Areas. Each agreement made by such members or officers on behalf of the Association shall be executed by such members or officers on behalf of the Association as agents for the Association or for the Board.

Section 9.05 Board of Directors: The number of Directors and their terms shall be set forth in the Association's By-Laws.

ARTICLE X

Amendments

Section 10.01 Amendments to Declaration: Until such date as ninety-five percent (95%) of the Lots and

Units have been sold by the Declarant, the Declarant may amend, change, or modify these Declaration by sending notice of such amendments to all Unit Owners and by recording same in the Office of the Recorder of La Porte County, Indiana.

After the appointment of the first Board of Directors from the Unit Owners by the Declarant per the By-Laws of the Association, the provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, upon a vote by the Owners having at least three-fourths (3/4) of the total ownership and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed to such owners, not less than ten (10) days prior to the date of such written notice. Such change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of La Porte County, Indiana. No amendment to this Declaration shall be adopted which changes the percentage interest with respect to any Townhome Unit without the approval of all Owners except such changes as are recorded by the Declarant as set forth above.

Section 10.02 Supplemental Declaration by the Declarant: Subject to limitations contained in this Declaration, the Declarant reserves the right, and is hereby granted the consent of each Owner, to execute and record supplemental Declaration as amendments to this Declaration until such time as the first meeting of the members of the Association is held pursuant to Article III of the By-Laws of the Association.

ARTICLE XI

Construction of Declaration

Section 11.01 Severability and Waiver: The provisions of this Declaration shall be severable and no provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision, this Declaration shall not be interpreted and enforced as if all invalid provisions were not contained therein. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 11.02 Number and Gender: The use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Declaration may require to interpretation and enforcement.

ARTICLE XII

Grievance Resolution Procedures

Section 12.01. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at IC § 32-25.5-5. To comply with the spirit and intent of that statute, all Members (Unit Owners) of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect

Assessments.) The Unit Owners also agree to follow this procedure in the event of any dispute by and between a Unit Owner(s) and the Declarant regarding any claim or cause of action, including those related to the Association, and any claim relating to these Declaration and By-Laws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 4th day of April, 2025.

DECLARANT:

Park Street Community, LLC

By:

John Kavchak, Member

STATE OF INDIANA, COUNTY OF LA PORTE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of April, 2025, personally appeared John Kavach, as a duly authorized Member of Park Street Community, LLC, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



Lynn Ann Owens

Lynn Ann Owens

, Notary Public

Resident of LaPorte County, Indiana
My Commission Expires: July 18, 2032
My Commission No. NP0688179

DECLARATION

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.

[Signature]

/s/ Christopher L. Willoughby

THIS INSTRUMENT PREPARED BY: Christopher L. Willoughby, Braje, Nelson & Janes, LLP, 126 #. 5th Street, Michigan City, Indiana 46360.

EXHIBIT "A"

BY-LAWS OF

Hunter Woods Homeowner's Association, Inc.

HUNTER WOODS HOMEOWNER'S ASSOCIATION, INC.

An Indiana Nonprofit Corporation

Hunter Woods Homeowner's Association, Inc. ("Association"), by its Board of Directors, and states as follows:

WITNESSETH THAT:

The residential community in La Porte County, Indiana commonly known as Hunter Woods subdivision was established upon the recording of certain Plats with the Office of the Recorder for La Porte County, Indiana; and

These By-Laws for the Hunter Woods Homeowner's Association are a part of the Declaration of the Hunter Woods Homeowner's Association, an Indiana Homeowner's Association under the Indiana statutes,

ARTICLE 1

NAME

Section 1.1. Name. The name of this corporation is Hunter Woods Homeowner's Association, Inc. ("Association").

ARTICLE 2

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to Hunter Woods subdivision and the administration and conduct of the affairs of the Association.

Section 2.2. Individual Application. Each of the Owners within the Neighborhood shall automatically and mandatorily be Members in the Association and be entitled to all the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Townhome Unit Lots (hereafter referred to simply as "Lots", covenant and agree to be bound by the conditions, restrictions, and obligations contained in the "Declaration and Bylaws of the Hunter Woods Homeowner's Association, Inc." All of the Owners, future Owners, tenants, future 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 Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By Laws, the Indiana Homeowners Association Act (the "**HOA Act**"), and the mandatory provisions of the Indiana Nonprofit Corporation Act of 1991 (the "**Nonprofit Act**"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference, All the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Articles of Incorporation and these By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Articles of Incorporation and these By-Laws, and

reference is specifically made to Article I of the Declaration containing definitions for terms, unless otherwise indicated in these By-Laws.

ARTICLE 3

MEETINGS OF THE ASSOCIATION

Section 3.1. Purpose of Meetings. The affairs of the Association will be under the exclusive control of the Declarant who shall act as the sole voting member of the Board of Directors until such date as ninety-five percent (95%) of the Units in the Association are sold by the Declarant, and the Declarant turns over the control of the Board of Directors of the Association per Article 4 of these By-Laws. After the first annual meeting of the Association as set forth in Article 4, Section 4.1 below, the members shall meet annually. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, reviewing and approving the annual budget, and for such other purposes as may be required by the Declaration, these By-Laws, the Articles of Incorporation, the HOA Act, or the Nonprofit Act.

Section 3.2. Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of August, September or October each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of 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.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may (A) set the date, time, and place for the special meeting and (B) send out the notice for the special meeting to the other Members.

Section 3.4. Notice and Place of Meetings. All meetings of the Members of the Association shall be held at any suitable place in La Porte County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time, and 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 Member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice.

If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment

All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Members at their

respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Act before adjournment.

In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by email. Any Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 3.5. Voting.

Number of Votes. Each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Nonprofit Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be Members of the Association, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Voting by Corporation, Trust or Other Legal Entities. 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. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust. Similar procedures shall be in effect for any other form of legal entity that is not a natural person, such as a limited liability company, limited liability partnership, etc.

Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Delivery of a proxy can be by hand delivery, first-class mail, fax or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed. In addition, a proxy will only be valid for a particular meeting. In other words, a proxy cannot be used for, say, the annual meeting and then a special meeting held after that. To be valid, a proxy must contain:

The name and address of the Owner who is giving the proxy; The name of the person being appointed as proxy;

The date on which the proxy is given;

The date of the meeting for which the proxy is given; The signature of the Owner who is giving the proxy; and

An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken.

Quorum. Except where otherwise expressly provided in the Declaration, the HOA Act, or the Nonprofit Act, the presence of Owners or their duly authorized representatives owning at least twenty-five percent (25%) of the total number of Lots shall constitute a **Quorum** at all meetings. The Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a Quorum. If a quorum is not present, the meeting may be adjourned to a date not more than sixty (60) days later without notice other than announcement at the meeting even though less than a Quorum is present. As used elsewhere in these By-Laws, the term "**Majority of Owners**" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Lots, and the term "**Majority of the Vote**" shall mean a majority of the votes of the Owners present or represented at a meeting at which a Quorum is present.

Suspension of Voting Rights. To be considered in "**Good Standing**", an Owner cannot be more than three (3) months delinquent in any payment due to the Association (or for such shorter period of time as may be permitted under the HOA Act). If an Owner is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Declaration or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Owners to participate in Association actions. The Board of Directors shall have discretion to provide for such procedures and to set the terms of use.

Specifically, the Board of Directors shall have the power to authorize voting by the Owners through a secure, internet-based online voting system ("electronic voting"). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

Section 3.6. Conduct of Annual Meeting. The Chair of the annual meeting shall be the President of the Association. Business will be conducted in the following order:

Call to Order & Establishment of a Quorum.

Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent to any such meeting, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) above.

Reports of Officers.

Reports of Committees.

Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the Total Common Expenses and financial report for the year-to-date and the proposed budget for the upcoming year.

Budget. The proposed budget for the following calendar year shall be presented to the Members for approval or amendment as more fully described in Sections 9.1 and 9.2 below.

Election of Board of Directors. Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. If an insufficient number of written nominations are received prior to the date of the Annual Meeting to fill all Board positions open for election at the meeting, then oral nominations will be accepted from the floor prior to voting on Director positions. Otherwise, if a sufficient number of written nominations are received prior to the date of the Annual Meeting to fill all open Board positions then the Chair has the sole discretion to either (1) stand on the submitted written nominations, or (2) accept additional oral nominations from the floor prior to voting on any open Director position. Voting for the Board of Directors will be by paper ballot. However, written balloting may be waived by a Majority of the Vote (as defined in Section 3.5(e) above) and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions (i.e. two nominations for two open positions). The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected. If there is a tie for any Director position, the nominees involved in the tie may agree to the end result without the need for a "tiebreaker." If the nominees cannot resolve the tie by agreement, then the presiding Chair may conduct a run-off ballot vote by the Owners.

Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined above.

Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting. Upon proper Motion and approval of a Majority of the Vote, all annual and special meetings may be adjourned to a later date pursuant to the Nonprofit Act.

Section 3.7. Conduct of Special Meeting. The President of the Association shall act as Chair of any special meetings of the Association. The Chair shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Action by Written Ballots. In lieu of any annual or special meeting of the Owners, written, "mail-in" ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act. To be valid, the Association must deliver a written ballot to every Owner entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authoring such action, and the number of

approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

Section 3.9. Roster of Members: Member Addresses.

Pursuant to the mandatory requirements of the HOA Act, the Association shall maintain:

a current roster of all members; and the mailing address and legal description (by lot number) for each member.

The Association shall also maintain any electronic mail (email) addresses or facsimile (fax) numbers of those members who have consented to receive notice by email or fax. Email addresses and fax numbers provided by a member to receive notice by email or fax shall be removed from the Association's records when the member revokes consent to receive notice by email or fax. However, the Association shall not be liable for an erroneous disclosure of an email address or a fax number for receiving notices.

The mailing addresses and legal descriptions maintained by the Association under subsection (a) above: shall be made available to a member of the Association upon request; may be used by a member of the Association only for a purpose related to the operation of the Association; and may not be used by a member of the Association for personal reasons.

Except as provided in subsection (c) above, the Association may not sell, exchange, or otherwise transfer information maintained by the Association under this section to any person.

Section 3.10. Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Owners by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

Notices of Annual or Special Meetings Proxies and Ballots

Annual Budgets

Nominees for the Board of Directors for an upcoming election List of current members of the Board of Directors

Recorded copy of the Declaration and all amendments thereto

These By-Laws and the Articles of Incorporation and all amendments thereto Architectural or Design Guidelines, if any

Architectural Control Request for Change form

Rules and Regulations adopted by the Board of Directors

Name of, and contact information for, the Association's property management company, if any

Invoices, statements or coupon booklets for payment of Assessments

Voting through a secure website or equivalent

Payment of Assessments through a secure website or equivalent

For items listed above that the Association could email, the Owner must waive the right to receive the same by regular mail and agree to receive the same by email in the manner described in Section 3.4 above.

Section 3.11. Failure to Reach Quorum. As is set forth in the HOA Act and Nonprofit Act, the failure to achieve a quorum at a meeting does not exempt any Owner from, or create an affirmative defense for, any Owner with respect to: (1) the Owner's obligations under the Declaration, the Articles of Incorporation or these By-Laws, or (2) the Owner's obligations to otherwise abide by the provisions of the Declaration, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Directors then in office shall continue to serve as Directors until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified. Alternatively, if a quorum is not present at an annual meeting, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these By-Laws.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Board of Directors. Until either (i) such date as ninety-five percent (95%) of the Units are sold, or (ii) at any time the Declarant chooses to turn control of the Association upon ninety (90) days advance notice to the Homeowners, the Declarant shall manage the affairs of the Corporation. Within ninety (90) days of the sale of ninety-five percent (95%) of the Units or upon ninety (90) days' notice at any time to the Unit Owners, the Declarant may appoint the first Board of Directors of the HOA which shall serve a term of up to one (1) year from such appointment. The initial Board of Directors appointed by the Declarant which shall consist of three (3) Unit Owners appointed by the Declarant who shall serve staggered terms consisting of one (1) member serving an initial term of one (1) year, one (1) member a two (2) year term and one (1) member a three (3) year term. Thereafter, the affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of three (3) persons who each own at least one (1) Lot and who are in Good Standing. A Director must also maintain his or her primary residence within the Neighborhood. The number of Directors comprising the Board may be increased by a resolution approved by all members of the Board of Directors but said number shall not exceed five (5).

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

In addition, and in a display of honesty and integrity to the members of the community, all persons elected to

serve as Director must execute, or sign, the Statement of Conduct adopted by the Board of Directors and attached to these By-Laws and marked as "Addendum 1", to govern the conduct and activities of Board members; and any person elected to serve on the Board of Directors who refuses to sign the Statement of Conduct shall not be eligible to serve as Director.

A majority of the Board Members must consider their Unit as their primary residence (meaning residing in at least fifty-one percent (51%) of each year at the Unit.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Association. The initial Board of Directors appointed by the Declarant shall set a date for an annual meeting to be held within one (1) year of the appointment of the initial Board of Directors. Each Director shall serve a term of three (3) years commencing at the immediate conclusion of the annual meeting. The terms shall be staggered. Any vacancy occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. A Director may serve any number of consecutive terms.

Section 4.4. Removal of Directors. A Director or Directors may be removed by the Owners with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) failing to attend three (3) or more consecutive Board meetings; (b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these By-Laws; (c) acts of fraud, theft, deception, or criminal behavior; (d) breach or disclosure of confidential Board information or discussions to a person not on the Board; (e) failure to conform or follow the Director's Statement of Conduct; (f) or any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole.

Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

Section 4.5. 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 Association's duties as described in the Declaration, including such duties as may be reasonably inferred from the provisions of the Declaration.

Section 4.6. 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 its duties. These powers include, but are not limited to, the power:

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

To enter into contracts on behalf of the Association, subject to the limitations and requirements contained within the HOA Act, 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;

To procure all insurance as is required or permitted under the Declaration for the benefit of the Owners and the Association;

To employ legal counsel, architects, engineers, 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;

To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and the portions of the Lots for which the Association is responsible;

To include the costs of all of the above and foregoing as Total Common Expenses of the Association and to pay all of such costs therefrom. As described in Section 1.08 of the Declaration, there are two (2) components that make up the "Total Common

Expenses". The first component is the "Equally Shared Common Expenses" that are due and payable in equal shares by the Owners, regardless of the size of a Townhome Unit; each Owner of a Townhome Unit is liable for his or her proportional amount of such expenses. The second component is the "Pro-Rata Common Expenses" that are due and payable by the Owners in proportion to the percentages that set forth in Exhibit "B" attached to the Declaration that reflect the different sizes of the Townhome Units. Together, the Equally Shared Common Expenses and the Pro-Rata Common Expenses equal the total amount of the Total Common Expenses.

To open and maintain a bank account or accounts in the name of the Association and to designate the signatories to or for each account;

To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the subdivision, including the Lots and the Common Areas, provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereat. All such rules and regulations shall be binding and enforceable upon each and every Lot and Owner, including all occupants, guests and invitees of any Lot or Owner, in the subdivision. Enforcement of such rules, regulations, policies and guidelines shall be subject to the remedies set forth in the Declaration.

Section 4.7. Compensation. No Director or Officer shall receive any compensation for his or her services as such. The Managing Agent (if any) shall be entitled to reasonable compensation for its services, the cost of which shall be an Equally Shared Common Expense.]

Section 4.8. Meetings and Notice. 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. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such 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. Special meetings of the Board may be called by the President or any two (2) 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. To the extent provided in the Nonprofit Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference

telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

In lieu of written notices from the Secretary sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by email. Any Director choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Secretary pursuant to the above paragraph.

Section 4.9. Open Board Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association. The Board may meet in private "executive sessions" to discuss owner delinquencies, contract negotiations (i.e. bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Owner participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Declaration and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues.

Notwithstanding such disagreements, Owners agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that an Owner is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Owner may be immediately removed from the meeting. In the event that the same Owner repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Owner may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The duration of such

suspension shall be determined by the Board, factoring in the egregiousness of the Owner's conduct and the potential threat to the health, safety and welfare of other Owners.

Section 4.10. Waiver of Notice. Before or after 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.

Section 4.11. Quorum. At all meetings of the Board, unless the Nonprofit Act, the HOA Act, or these By Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association 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 Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be an Equally Shared Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the

Board or committee.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Nonprofit Act and the HOA Act.

ARTICLE 5

OFFICERS

Section 5.1. Officers of the Association. The principal officers of the Association shall be the 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. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his or her successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.S(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. A Director removed from a particular office shall continue to serve on the Board of Directors and may be reappointed to a different office or may serve on the Board without an officer designation.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of 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 a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she 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 5.4. 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 authenticate the Association's records, shall perform all other duties incident 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 5.5. 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. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some 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. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 5.6. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE 6

INDEMNIFICATION

Section 6.1. Indemnification of Directors and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Act.

ARTICLE 7

RECORDS OF THE ASSOCIATION

Section 7.1. In General. Current copies of the Declaration, the Articles, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Neighborhood or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted.

The Association reserves the right to deny any request by a member for inspection of the Association's roster of members, including mailing addresses of members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

ARTICLE 8

MISCELLANEOUS

Section 8.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2. Personal Interests. No Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 8.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association shall be signed by the President, unless otherwise directed by the Board of Directors.

All checks and orders for the payment of money shall be signed by the Treasurer, unless otherwise directed by the Board of Directors.

Section 8.4. Committees. The Board of Directors shall appoint the committees provided for in the Declaration. In addition, the Board of Directors may appoint various other committees to carry out the purposes of the Association. Members of such committees may, but need not, be members of the Board of Directors. Committee members may be removed at any time and for any reason. The terms of the Committee members will be determined by the Board. In the absence of any specifically set term, a Committee member's term will be indefinite.

ARTICLE 9

BUDGET APPROVAL, CONTRACT LIMITATIONS, AND BORROWING

Section 9.1. Method of Adoption of the Annual Budget and Annual Assessment. The Board of Directors shall prepare a draft of the annual budget that must reflect the estimated revenues and expenses for the upcoming budget year, and the estimated surplus or deficit as of the end of the current budget year. The budget as well as the authorized expenditures shall be limited to monetary obligations of the Association to fulfill the duties of the Association as they are specifically described in the Declaration and these By-Laws. The Association shall provide each Owner with: (1) a copy of the proposed annual budget; or (2) written notice that a copy of the proposed annual budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed annual budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to Section 9.2 below.

Section 9.2. Association Meeting to Approve the Budget. The Association's budget must be approved at a meeting of the members by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of the Declaration and these By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under the Declaration or these By-Laws.

Section 9.3. Power of the Board to Adopt a Budget in the Absence of a Quorum. If the number of members in attendance at the meeting held under Section 9.2 above does not constitute a quorum, the Board may adopt an annual budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Association annual budget.

Section 9.4. Approval of Certain Contracts; Meeting; Vote by the Members. The Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Annual Assessment payable by the affected Owners in the amount of more than Five Hundred Dollars (\$500.00) per year for each affected Owner unless: (1) the Board holds at least two (2) Association meetings of the Owners concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners. The Board shall give Notice of the first such Association meeting to each member of the Association at least ten (10) calendar days before the date the meeting occurs.

The provisions in this Section do not apply to a contract entered into by a Board that would resolve, settle, or

otherwise satisfy an act of enforcement against the Association for violating a state or local law.

Section 9.5 Bon-owing Money; Approval by the Members. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of: Five Thousand Dollars (\$5,000.00) during any calendar year; or if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association; unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Section shall apply to money borrowed by the Association that is needed to:

(a) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (b) address an emergency that affects the public health, safety, or welfare.

ARTICLE 10

GRIEVANCE RESOLUTION PROCEDURES

Section 10.1. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5 5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

ARTICLE 11

AMENDMENT TO BY-LAWS

Section 11.1. Amendment. Until the sale of ninety-five percent (95%) of the Units by the Declarant, the Declarant may amend these By-Laws in writing with written notice within thirty

(30) days of such amendment. Thereafter, these By-Laws may be amended by a vote of seventy-five percent (75%) of the Unit Owners as defined in Section 3.S(e) hereof in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Nonprofit Act, the HOA Act, or these By-Laws, as the same may be amended from time to time.

EXHIBIT "B"

2024-12-02

[illegible]

1015 37 - 11.14"
 1015 41 - 10.02"
 1015 48 - 14.67"

[illegible]

9. **RESEARCH DESIGN**

Mr. E. Smith, newly guilty and I am a scheduled non-voter, learned in conversation with the boss of the State of Indiana, that his wife recently returned a letter containing to me an invitation to visit her and that we should make arrangements to meet there immediately and not later than the 15th. The lady learned that I had been here, and had refused to visit her.

17 David year 2 - 1/2/2004

[illegible]

BOARD OF PUBLIC WORKS CERTIFICATE:





IN THE COURT OF THE DISTRICT OF COLUMBIA

[illegible]

11/02/2014 09:00:00 AM

DATE OF RECEIPT _____
NAME OF DONOR _____
ADDRESS OF DONOR _____
CITY _____ STATE _____ ZIP _____
DATE OF DELIVERY _____
NAME OF RECIPIENT _____
ADDRESS OF RECIPIENT _____
CITY _____ STATE _____ ZIP _____

RESEARCH DESIGN AND METHODS

STATE OF NEW YORK
(COUNTY OF SHERIDAN)
I, JAMES A. JONES, Clerk of the County of Sheridan, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Sheridan.

UNIVERSITY OF CALIFORNIA

Return per the undersigned a Military Order in aid for said County and State property situated within the limits of said County, Mississippi, and no war in favor of said county, including aid and protection of the property and persons on the military and no part of said property and for the amount thereof specified.

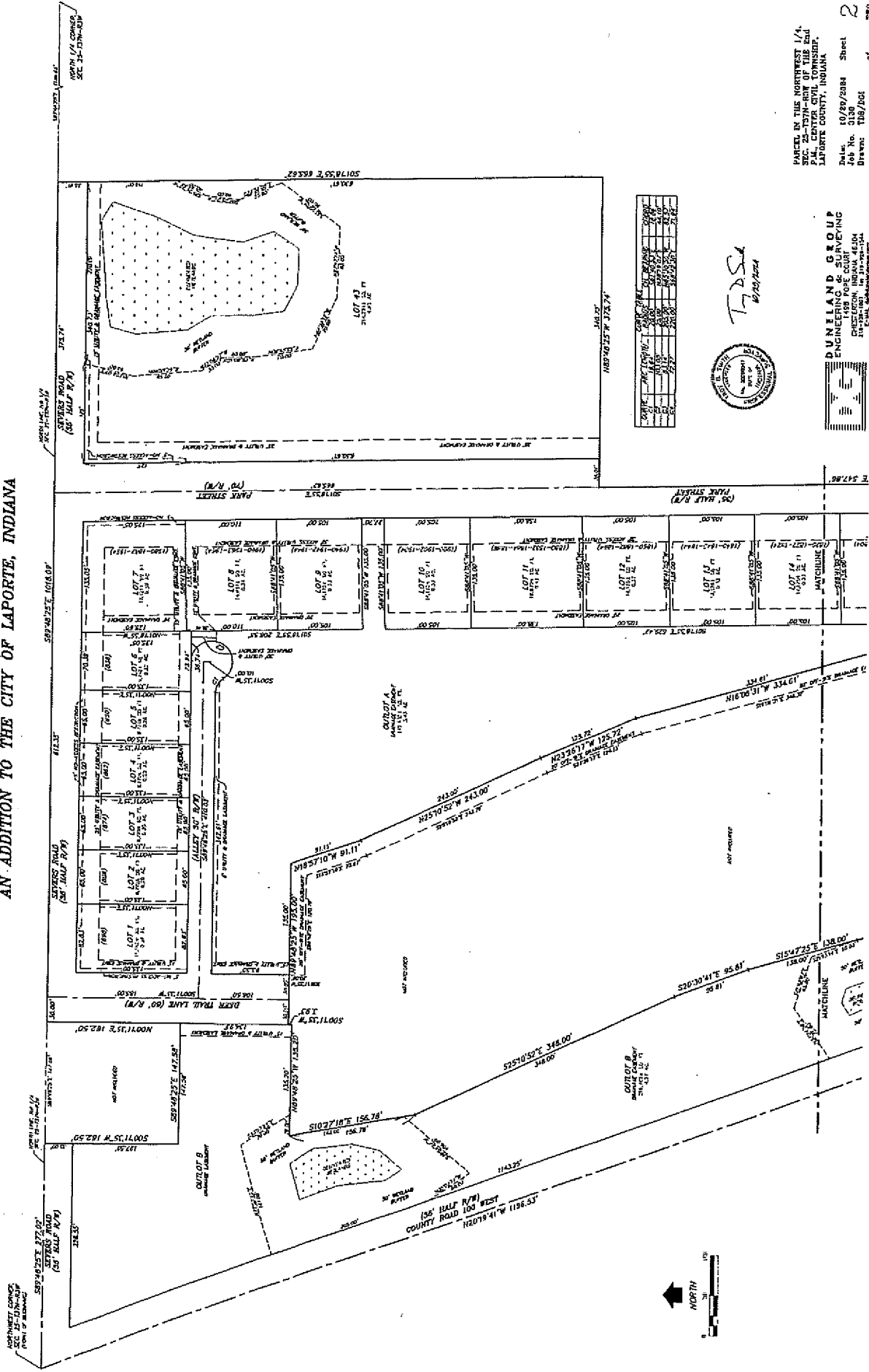
QUARTALINI BENIGNI & C.
Importing, Exporting, Wholesale and Retail
Sole Agents for Italy
Telephone 2111 - 2112 - 2113 - 2114 - 2115
Via Cavour 10 - 10121 Torino

Parcel in the Northwest
Sec. 29-Town-Range of the
P.M., Center Civil Townships
Laport County, Indiana

DUNELAND GROUP
ENGINEERING & SURVEYING
1400 POPE COURT
CHESTLETON, INDIANA 46304
314-501-1007 fax 314-501-1044
FAX 314-501-1044

Date: 10/20/2024 Sheet
Job No. 3139
Drawn: TDS/DGI

SECONDARY (FINAL) PLAT OF **HUNTER WOODS - PHASE 1** AN ADDITION TO THE CITY OF LAPORTE, INDIANA



PARCELS IN THE NORTHWEST 1/4
 SEC. 22-T37N-R10W OF THE 2ND
 P.M. CENTER-TOWN OF THE 2ND
 LAPORTE COUNTY, INDIANA

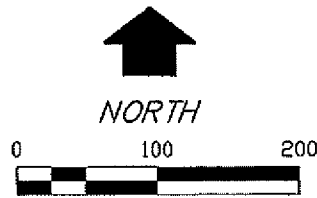
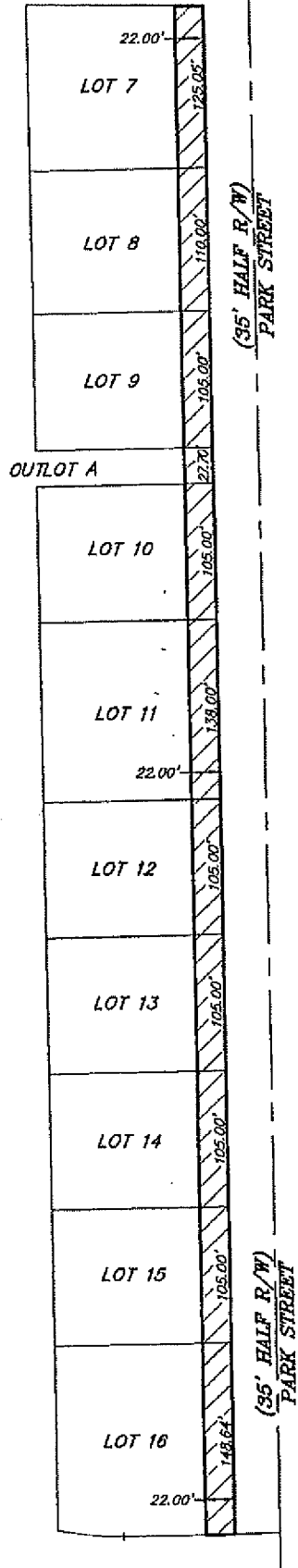
Date: 10/29/2004 Sheet 2
 Job No. 0130 of 770
 Drawn: TBS/2004

DUNFORD GROUP
 ENGINEERING & SURVEYING
 1400 FORE COURT
 CHICAGO, IL 60642
 TEL: 312-353-1300 FAX: 312-353-1304
 E-MAIL: dgroup@earthlink.net



TBS
 10/29/2004

SEVERS ROAD
(36' HALF R/W)



LAND DESCRIPTION:

The East 22 feet of Lots 7 through 16 and the East 22 feet of that portion of Outlot A which lies between Lots 9 and 10, all in the Plat of Hunter Woods, Phase 1, as recorded in Instrument No. 2024R-12808 in the Office of the Recorder of LaPorte County, Indiana.

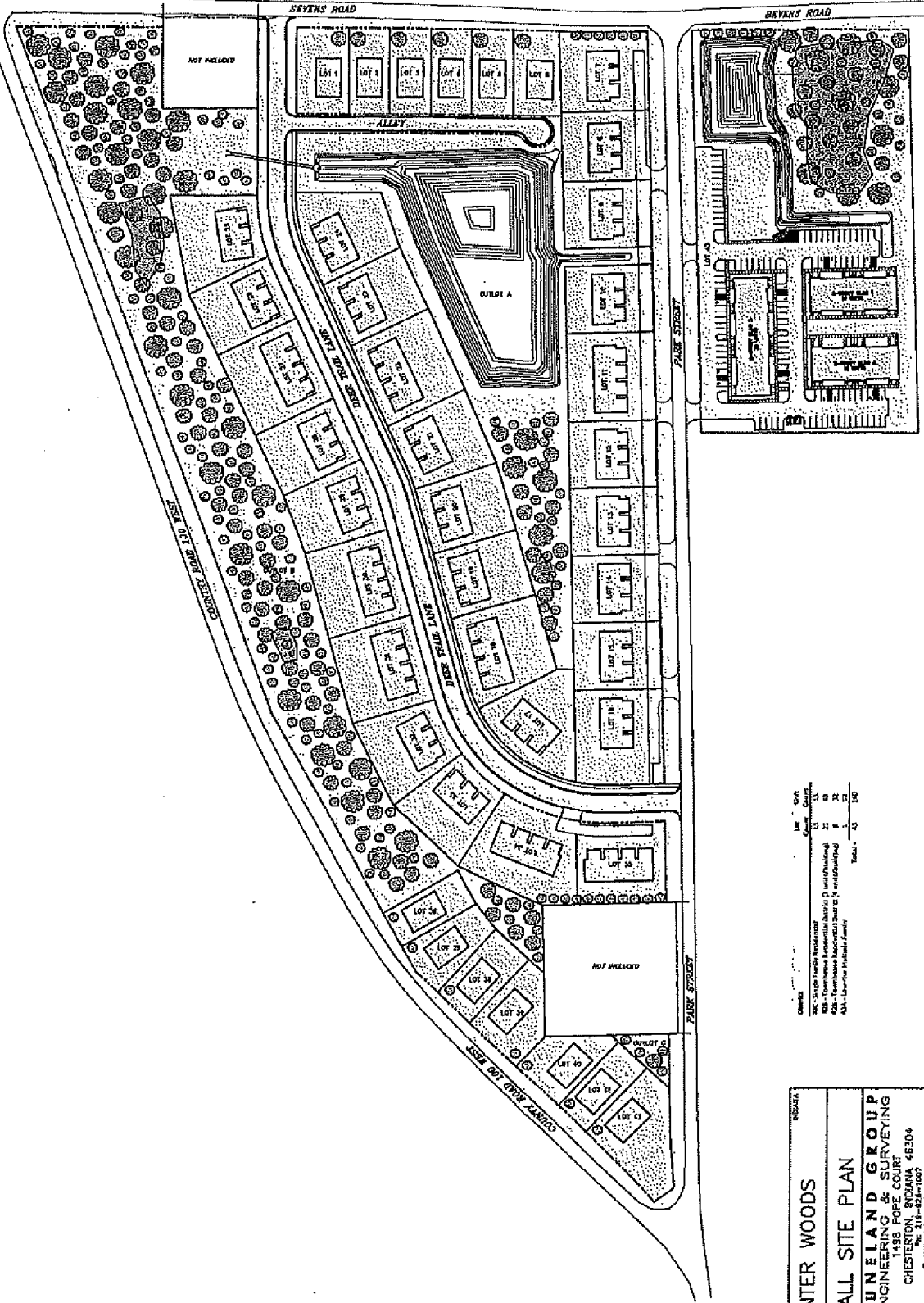
THIS DRAWING IS NOT INTENDED TO BE USED FOR A PERMANENT OR ORIGINAL BOUNDARY SURVEY. A ROUTE SURVEY, OR A SURVEYOR'S LOCATION REPORT.

DUNELAND GROUP ENGINEERING & SURVEYING 1498 POPE COURT CHESTERTON, INDIANA 46304 219-928-1007 fax 219-928-1544 E-MAIL: eng@dunelandgroup.com		DATE: 03/14/2025 SCALE: 1"=100' TDS/DOI: 3139 SHEET: 1
REVISIONS	BY	
HUNTER WOODS - PHASE 1 ACCESS ROAD - PARCEL EXHIBIT		

EXHIBIT "C"

LEGAL DESCRIPTION FOR ALL PHASES

INCLUDING EXPANDABLE AREA



Check:

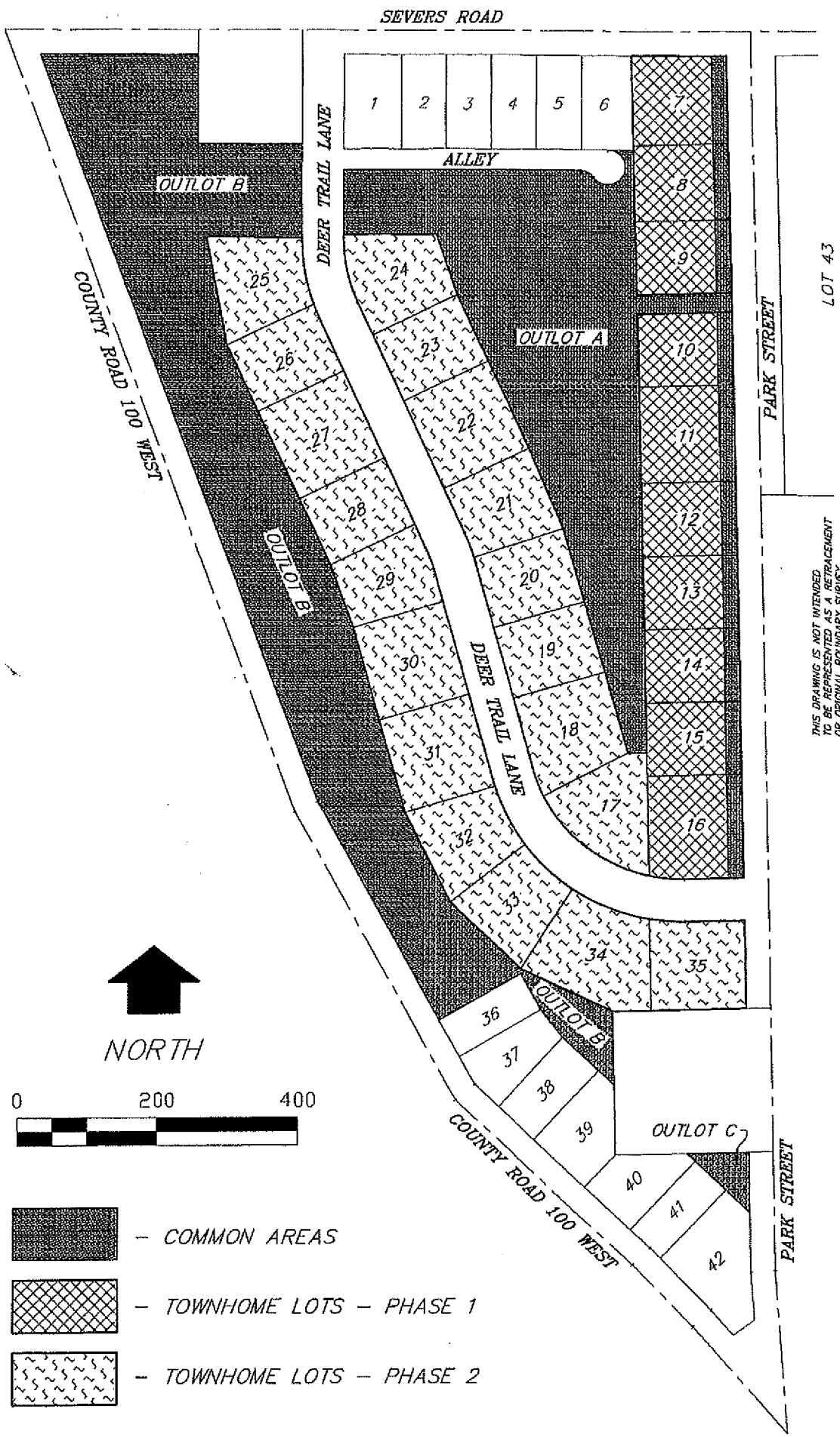
Lot	Count	Area
1	1	1.1
2	1	1.1
3	1	1.1
4	1	1.1
5	1	1.1
6	1	1.1
7	1	1.1
8	1	1.1
9	1	1.1
10	1	1.1
11	1	1.1
12	1	1.1
13	1	1.1
14	1	1.1
15	1	1.1
16	1	1.1
17	1	1.1
18	1	1.1
19	1	1.1
20	1	1.1
21	1	1.1
22	1	1.1
23	1	1.1
24	1	1.1
25	1	1.1
26	1	1.1
27	1	1.1
28	1	1.1
29	1	1.1
30	1	1.1
31	1	1.1
32	1	1.1
33	1	1.1
34	1	1.1
Total	34	37.4

Notes:
 1. Single family residential
 2. Single family residential
 3. Single family residential
 4. Single family residential
 5. Single family residential
 6. Single family residential
 7. Single family residential
 8. Single family residential
 9. Single family residential
 10. Single family residential
 11. Single family residential
 12. Single family residential
 13. Single family residential
 14. Single family residential
 15. Single family residential
 16. Single family residential
 17. Single family residential
 18. Single family residential
 19. Single family residential
 20. Single family residential
 21. Single family residential
 22. Single family residential
 23. Single family residential
 24. Single family residential
 25. Single family residential
 26. Single family residential
 27. Single family residential
 28. Single family residential
 29. Single family residential
 30. Single family residential
 31. Single family residential
 32. Single family residential
 33. Single family residential
 34. Single family residential

HUNTER WOODS

OVERALL SITE PLAN

DUNELAND GROUP
 ENGINEERING & SURVEYING
 1498 POPE COURT
 CHESTERTON, INDIANA 46304
 P: 219-828-1007
 E: info@dunelandgroup.com

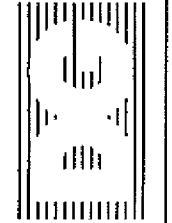


-  - COMMON AREAS
-  - TOWNHOME LOTS - PHASE 1
-  - TOWNHOME LOTS - PHASE 2

THIS DRAWING IS NOT INTENDED
TO BE REPRESENTED AS A RETRACEMENT
OF AN ORIGINAL SURVEY, OR A SURVEYOR
LOCATION REPORT.

DATE	04/02/2025
SCALE	1"=200'
DRAWN	TDS/DGI
PROJECT	3139
SHEET	1

DUNELAND GROUP
ENGINEERING & SURVEYING
1498 POPE COURT
CHESTERTON, INDIANA 46304
219-926-1007 fax 219-926-1544
E-MAIL dgi@dunelandgroup.com



REVISIONS	BY

HUNTER WOODS COMMON AREA EXHIBIT