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MARION COUNTY IN RECORDER

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RESTATED AND AMENDED BY-LAWS
FOR
WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
Association

Section 1.1. Association. Wedgewood Property Owners Association, Inc. ("Homeowners' Association") has been formed, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Indiana, and shall be the governing body for all of the Lot Owners (as defined in Section 9.1 hereof) for the maintenance, repair, replacement, administration and operation of the property owned, leased, managed or used by the Homeowners' Association and located in Wedgewood ("Property"), located in Marion County, Indiana. The Homeowners' Association shall not be deemed to be conducting business of any kind, and all funds received by the Homeowners' Association shall be held and applied by it for the use and benefit of Lot Owners in accordance with the provisions contained herein. The Homeowners' Association has been established in conjunction with the filing of various Plats ("Plats") and declarations of Covenants, Conditions and Restrictions ("Declarations") of Wedgewood ("Development") as may be amended by Wedgewood Property Owners Association, Inc. filed at Book 68, page 164, and as Instrument No. 96-169003 in the office of the Recorder of Marion County, Indiana which instruments are incorporated herein by reference and such additional Plats as may be filed in the future in conjunction with the development of Wedgewood. Defined terms contained herein shall have the same meaning as those in the Plats and Declarations, unless otherwise stated herein.

ARTICLE II
Membership.

Section 2.1. Membership. Each Owner of a Lot automatically upon becoming an Owner shall be and become a member of the Homeowners' Association and shall remain a member of the Homeowners' Association so long as he or she owns the Lot.

Section 2.2. Voting. Each member shall be entitled to one (1) vote for each Lot owned.

Section 2.3. Multiple or Entity Owners. Where more than one person or entity constitute the Owner of a Lot, all such persons or entities shall be members of the Homeowners' Association but the single vote in respect of such Lot shall be exercised as the persons or entities



holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Section 2.2. No Lot's vote shall be split.

Section 2.4. Voting Rights of Voting Members. Votes shall be exercisable in person or by proxy on each matter submitted to the membership for a vote at each meeting of the membership.

ARTICLE III Meetings of Members

Section 3.1. Quorum. Meetings of the Members shall be held at the Property or at such other place in Marion County, Indiana, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Members having ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided by law, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having majority of the total votes present at such meeting except as provided by law, the Articles of Incorporation or these By-laws.

Section 3.2. Annual Meetings. Commencing November, 2000, there shall be an annual meeting of the Members at a reasonable time during the month of November of each year or at such other reasonable time or date as may be designated by written notice of the Board of Directors delivered to the Members.

Section 3.3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by petition in writing of at least one-half (1/2) of the voting Members of the Homeowners' Association.

Section 3.4. Notice of Meetings. Written notice stating place, day and hour of any meeting of Members and, in case of special meetings or when otherwise required by law, the purpose of which any such meeting is called, shall be delivered or mailed by the secretary of the Homeowners' Association to each voting Member of record, at such address as appears upon the records of the Homeowners' Association) and at least ten (10) days before the date of such meeting.

Section 3.5. Waiver of Notice. Notice of any meeting may be waived by any voting Member in writing filed with the secretary of the Homeowners' Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 3.6. Voting Rights. Each Member of the Homeowners' Association shall have the voting rights specified in the Articles of Incorporation provided payments of regular and special assessments are current.

Section 3.7. Voting by Proxy. A Member entitled to vote at any meeting of Members may vote either in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact of such Member. (For purposes of this section, a proxy granted by telegram or facsimile by a Member shall be deemed "executed in writing by the Member.")

Section 3.8. Voting List. The secretary or assistant secretary of the Homeowners' Association shall at all times keep a complete and accurate list of all members entitled to vote by the Articles of Incorporation. Any Member may inspect such list for any proper purpose at any reasonable time.

Section 3.9. Parliamentary Rules. Except as may be modified by Board resolution, general rules of parliamentary procedure shall serve as a guide for the conduct of Homeowners' Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declarations, or these By-Laws. However, strict compliance with parliamentary procedure is not required.

Section 3.10. Action of Consent. Any action required to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting but with the same effect as a unanimous vote at meeting, if prior to such action, a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect thereto, and such consent is filed with the minutes of the proceedings of the Members.

ARTICLE IV Board of Directors

Section 4.1. Duties and Qualifications. The business and affairs of the Homeowners' Association shall be managed by the Board of Directors. Each Director shall be a Member of the Homeowners' Association. The Board may appoint members of the Board of Directors to serve on the Architectural and Environmental Committee, which appointment shall not be for longer than one (1) year; however, any member of the committee may be appointed by the Board of Directors for consecutive terms.

Section 4.2. Number and Election. At the annual meeting of voting Members held as provided in Section 3.2 hereof, the voting Members shall elect the Board of Directors, which shall comprise not be less than three (3) and nor more than nine (9) members. In all elections for Directors of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

The Board of Directors elected at the annual meeting shall serve for a term of three (3) years or until their successors are duly elected and qualified. The terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Director nor officer of the Homeowners' Association shall be elected for a term of more than three (3) years, but that officers and Directors may succeed themselves.

Directors shall receive no compensation for their services. In the event that a quorum cannot be reached in person or proxy at the annual meeting of the Members, each Director whose term has expired and is up for election will continue to serve the next year.

Section 4.3. Vacancies. Any vacancy among the Directors caused by death, resignation, removal or otherwise shall be filled by the balance of the Board of Directors. A Director chosen to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy.

Section 4.4. Annual Meetings. Unless otherwise agreed upon the Board of Directors shall meet immediately following the annual meeting of the Members, at the place where such meeting of Members was held, for the purpose of election of officers of the Homeowners' Association and consideration of any other business, which may be brought before the meeting. No notice shall be necessary for the holding of such annual meeting.

Section 4.5. Other Meetings. Regular meetings of the Board of Directors will be scheduled and communicated in writing to the membership no less than ten (10) days prior to the meeting. Emergency meetings of the Board of Directors may be held upon the call of the president or of any two (2) Directors of the Board and upon forty-eight (48) hours' notice specifying the time, place and general purposes of the meeting, given to each Director either personally or by mail, telegram or telephone. Notice of an emergency meeting may be waived in writing or by telegram. Attendance at any meeting shall constitute waiver of notice of such meeting.

Section 4.6. Meetings Open to Lot Owners. All meetings of the Board of Directors shall be open to attendance by any Member.

Section 4.7. Meetings May be Attended by Electronic Voice Communication. Any meeting of the Board of Directors may be attended by means of any form of communication, provided that all Directors can simultaneously hear the proceedings and be heard by all the other Directors in attendance at the meeting. A quorum for the meeting so held shall be computed on the basis of all persons in voice contact with each other. Any meeting so held shall be a formal meeting of the Board of Directors for all purposes, and any business may be transacted at such meeting that could be transacted if the Directors were assembled in physical proximity to each other.

Section 4.8. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation, or these Bylaws.

Section 4.9. Action by Consent. 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 Directors of the Board, and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 4.10. Committees. The President or the Board of Directors may from time to time create and appoint standing, advisory and special committees of Members and other appropriate individuals to undertake studies, make recommendations and carry on functions for

the purpose of efficiently accomplishing the purposes of the Homeowners' Association. Committees shall keep minutes, which shall be filed with the Secretary and published to the membership upon request. Recommendations from the committees to the Board of Directors shall not be binding on the Board of Directors.

Section 4.11. Removal of Director. Any Director may be removed from office at any time after the election of Directors at the initial meeting of voting Members pursuant to Section 3.2 hereof, by affirmative vote of the voting Members have at least two-thirds (2/3) of the votes of the Members in attendance by person or proxy, at any special meeting called for the purpose. A successor to fill the unexpired term of a Director removed may be elected by the voting Members at the same meeting or any subsequent meeting called for that purpose.

Section 4.12. General Powers and Duties of the Board. The powers and duties of the Board of Director shall include but not limited to the following.

- (i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Homeowners' Association deems necessary or appropriate including streets, sidewalks and recreation areas. Maintenance of the Landscape may be performed by the Homeowners' Association but the Owners whose Lots are subject to such easements shall have the primary responsibility of such maintenance: provided, however, that maintenance of the Landscape shall be the responsibility of the Homeowners' Association. Members and non-members are strictly prohibited from performing any work to the common areas owned by the Homeowners' Association without the express written consent of the Board of Directors, unless the board designates general clean-up date(s) in which all members are welcome to participate.
- (ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Area as the Homeowners' Association deems necessary or appropriate.
- (iii) Maintenance, repair and replacement of all private street signs.
- (iv) Mowing of lawns located on any Lot, which shall be considered part of the Common areas for purposes of maintenance only. Owners shall be responsible for edging around fences, shrubs and bushes. Maintenance of lawns shall mean solely the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees, shrubs, and flowers planted by the Homeowners' Association on common areas.
- (v) Replacement of the drainage system in and upon the Common areas as the Homeowners' Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Area by the Developer or the Homeowners' Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to a Drainage Utility and Sewer Easement to keep the pollution of the drainage system and

Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.

- (vi) Procuring and maintaining for the benefit of the Homeowners' Association, its officers and Board of Directors and the Owners, the insurance coverage required under Section One and Section Two of the Declaration of Covenants Conditions and Restrictions and such other insurance as the Board of Directors deems necessary or advisable.
- (vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.
- (viii) Assessment and collections from Owners of the Common Expenses per Article IX.
- (ix) Contracting for services such as management, legal, snow removal, Common Area maintenance, security control, trash removal or other services as the Homeowners' Association deems necessary or advisable.
- (x) Enforcing the rules and regulations of the Homeowners' Association and the requirements of this Declaration and the zoning covenants and commitments.
- (xi) Written notification of suspension of voting rights and reinstatement will be mailed within a reasonable time frame from the Board of Directors.

ARTICLE V Officers

Section 5.1. Officers and Qualifications Therefore. The officers of the Homeowners' Association shall consist of a president, one (1) or more vice presidents, a secretary and a treasurer. The officers shall be chosen from among the Directors. Any two (2) 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. Terms of Office. Each of the officers of the Homeowners' Association shall be elected by a majority vote of the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until his successor shall be duly elected and qualified, or until resignation, removal or death.

Section 5.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Homeowners' Association for any reason, the same may be filled by the Board of Directors at any meeting thereof, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until his successor shall be duly elected and qualified. The Board of Directors shall notify membership in writing within thirty (30) days of any change in officers.

Section 5.4. Removal. The Board of Directors may remove any officer of the Homeowners' Association, with cause whenever a majority of the Board shall vote in favor of

such removal. A removed officer shall remain on the Board of Directors and all duties and powers as described in Article IV. The Board of Directors shall notify membership in writing of all removals of an officer within thirty (30) days.

ARTICLE VI Powers and Duties of Officers

Section 6.1. President. The president, if present, shall preside at all meetings of the Members and the Board of Directors. Subject to the general control of the Board of Directors, the president shall perform all of the usual duties of the chief executive officer of a corporation.
Section

6.2. The Vice-President. Subject to the general control of the Board of Directors, the vice president shall discharge all the usual functions of the president if the president is not present and shall have such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 6.3. Secretary/Treasurer. The secretary shall attend all meetings of the Members and of the Board of Directors, and keep, or cause to be kept, a true and complete written record of the proceedings of such meetings, and he/she shall perform a like duty, when required, for all committees appointed by the president or the Board of Directors. If required, he/she shall attest the execution by the Homeowners' Association of deeds, leases, agreements and other official documents. He/she shall attend to giving and serving of all notices of the Homeowners' Association, and in general shall perform all duties pertaining to the office of secretary and such other duties as these By-Laws or the Board of Directors may prescribe.

The treasurer shall keep or cause to be kept correct and complete records of account, showing accurately at all times the financial condition of the Homeowners' Association. He/she shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables, which may from time to time come into the possession of the Homeowners' Association. He/she shall deposit, or cause to be deposited, all funds of the Homeowners' Association with such depositories as the Board of Directors shall designate. He/she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Homeowners' Association, and in general shall perform all duties pertaining to the office of treasurer.

ARTICLE VII Miscellaneous

Section 7.1. Corporate Seal. The Homeowners' Association shall have no seal.

Section 7.2. Execution of Contracts and Others Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Homeowners' Association shall be executed on behalf of the Homeowners' Association by the president and if required, attested by the secretary.

Section 7.3. Fiscal Year. The fiscal year of the Homeowners' Association shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE VIII Amendments

Section 8.1. Amendment Requirements. These By-Laws may be amended, at a regular or special meeting of the Members of the Homeowners' Association, by a vote of a majority of a quorum of members present in person or by proxy. In addition, the Board of Directors of the Homeowners' Association shall have the right and power, without the consent of the Members, to make, alter, amend or repeal these By-Laws.

Section 8.2. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE IX Covenant for Assessments

Section 9.1 Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements, which the Homeowners' Association is required to maintain.

Section 9.2. Regular Assessments. The Board of Directors of the Homeowners' Association shall have the right, power and authority, to fix from time to time the Regular Assessment against each Lot an amount not to exceed or decrease by 10% of the previous year's regular assessment. An increase or decrease exceeding 10% of regular assessments must be approved by a majority vote of a quorum at a meeting of the membership.

- (i) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

Section 9.3. Special Assessments. In addition to Regular Assessments, the Board of Directors of the Homeowners' Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Homeowners' Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Homeowners' Association may from time to time incur, but only with the assent of one half (1/2) of the members of the Homeowners' Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Homeowners' Association called for such purpose.

Section 9.4. Date of Commencement of Regular or Special Assessments Due dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to an Owner.

The Board of Directors of the Homeowners' Association shall fix the amount of the Regular Assessment at least (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The Board of Directors shall establish the due dates for all assessments. The Board of Directors may provide for reasonable fees and late charges on past due installments of assessments.

Any lot owner in arrears of regular or special assessments shall relinquish voting rights pursuant to Article III, Section 3.6.

Section 9.5. Failure of Owner to Pay Assessments. No Owner shall be exempt from paying Regular Assessment and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Section 9. 7 below) maybe foreclosed by the Board of Directors of the Home Owners Association for and on behalf of the Homeowners' Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Homeowners' Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Homeowners' Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot or Lot, and to collect the rentals and other profits therefrom for the benefit of the Homeowners' Association to be applied to the unpaid assessments. The Board of Directors of the Homeowners' Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosure or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Homeowners' Association, for and on behalf of the Homeowners' Association, shall be entitled to recover from the Owner of the respective Lot or Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and a late fee equal to 10% of the assessment past due.

Notwithstanding anything contained in this Paragraph 9.5 or elsewhere in this Declaration, any sale or transfer of a Lot or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relive the prior Owner from personal liability for any assessments thereof. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee

in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefore.

Section 9.6. Creation of Lien and Personal Obligation. Each Owner of a Lot or Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot or Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the

Owner of the Lot or Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Homeowners Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot or Lot. Such statement shall be binding upon the Homeowners Association as the date of such statement.

Section 9. 7. Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in Paragraph 1.7 of the Declarations, the Owner of any Lot subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep a portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Architectural and Environmental Control Committee (hereafter, known as "The Committee"). Also, no structures or improvements, including without limitations decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvements so erected shall, at The Committee's written request, removed by the Owner at the Owner's sole cost and expense. If within thirty (30) days after the date of such written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, The Committee may, on behalf of the Homeowners' Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, The Committee, on behalf of the Homeowners' Association, shall be entitled to recover the full cost of such work from the offending Owner which, if unpaid, shall

constitute a lien against such Lot and may be collected by the Homeowners' Association pursuant to this Article IX in the same manner as any other Regular Assessment or Special Assessment may be collected.

Section 9.8 Rules and Regulations. The Board of Directors may from time to time promulgate rules and regulations concerning the use of individual Lots and the Common Areas owned by the Homeowners' Association. A majority of those Owners entitled to vote at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be made available by the Board to all Owners.

CERTIFICATE

The foregoing Restated and Amended Code of By-Laws for Wedgewood Property Owners Association, Inc. constitutes a true record of the By-Laws adopted by the Board of Directors on MAY 11, 2020.



President



Secretary