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LAKE COUNTY AUDITOR

**AMENDED AND RESTATED
BY-LAWS
FOR
WESTON RIDGE COTTAGE HOMES
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS**

Section 1. Name. The name of the Association shall be Weston Ridge Cottage Homes Property Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The post office address of the Association for receipt of all correspondence and incoming U.S. postal mail is PO Box 326, Saint John, Indiana 46373. The Association may have such other offices, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that "P.O.A. AGREEMENT, DECLARATIONS, AND RESTRICTIONS OF PROPERTY OWNERSHIP AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND SERVITUDES" document dated August 3, 2004 and recorded in the Office of the Recorder of Lake County IN on August 5, 2004 as document number 2004-066368; and that "AMENDMENT TO THE P.O.A. AGREEMENT, DECLARATIONS, AND RESTRICTIONS OF PROPERTY OWNERSHIP OF WESTON RIDGE COTTAGE HOMES" dated June 6, 2024 and recorded in the Office of the Recorder of Lake County IN on June 13, 2024 as document number 2024-015729 (said documents hereinafter sometimes referred to collectively as the "Declaration"), unless the context shall prohibit.

**ARTICLE II
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

Section 1. Membership. The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining

to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meeting shall be set by the Board of Directors shall occur no later than sixty (60) days after the close of the Association's fiscal year. Subsequent annual meetings shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting, 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 4. Special Meetings. The President may call special meetings of Members. In addition, it shall be the duty of the President to call a special meeting of Members of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by first class mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted there at unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such

adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

The Members shall be entitled on all issues to one (1) vote for each Lot in which they hold an interest required for membership. When more than one (1) Person holds such interest in any Lot as the case may be, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

A Unit owned by more than one person may have only one (1) voting representative entitled to cause the vote allocable to such Unit.

Where a corporation or a trust is the Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly entitled by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of fifty percent (50%) of the votes of all the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring there at.

Section 13. Action without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members in good standing.

Section 2. Number of Directors. The Board of Directors shall consist of three (3) persons.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than ten (10) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members or solicit votes.

Section 4. Election and Term of Office. Notwithstanding any other provision contained herein:

All Directors shall be elected at-large. All Members of the Association shall vote upon the election of Directors. The term of each Director's service shall be for a period of three (3) years and extending thereafter until his successor is duly elected and qualified or until he is removed.

Section 5. Removal of Directors and Vacancies. Unless the entire Board is removed from office by the vote of the Association Members, an individual Director shall not be removed prior to the expiration of his or her term of office, except by the votes of a majority of the votes of the Members. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining

members of the Board and shall serve for the unexpired term of the predecessor.

Section 6. Voting Procedure for Directors. The election of the Board shall be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

B. Meetings.

Section 1. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by electronic mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic mail shall be delivered, telephoned or emailed at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No Director, board member, officer of the board, or person serving on any committee shall receive any compensation or gifts from the Association for acting as such.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 8. Open Meeting. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 9. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 10. Action without a Formal Meeting. Any action to be taken at a meeting of the Directors of any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of all Association's affairs and, as provided by law, may do all acts and things as are by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters related to the duties of the managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to

the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the Common Expenses shall be payable quarterly by the member on or before the 30th day of the month following the end of the quarter. The Board of Directors of the P.O.A. shall fix the amount of the monthly charge per lot or unit at its annual meeting but not later than January 31st of each year, and written notice of the charge so fixed shall be sent to each member. In the event that such amount is not fixed in any one year, the charge for the preceding year shall apply. Assessments are paid in arrears.

(c) providing for the operation, care, upkeep, and maintenance of any Common Area and other areas as outlined in the Declaration;

(d) designating, hiring, and dismissing licensed, bonded, and insured vendors necessary for the maintenance, operation, repair and replacement by the Association of its property and any Common Area and other areas as outlined in the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such vendors in the performance of their duties;

(e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of any common area and other areas as outlined in the Declaration in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) obtaining and carrying Directors & Officers insurance (D&O) that covers the directors and officers of the Association against lawsuits alleging a breach of fiduciary duty;

(l) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(m) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners.

(n) make available to any prospective purchaser, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and all other books, records, and financial statements of the Association; and

(o) permit utility suppliers to use portions of the Development Area reasonably necessary to the ongoing development or operation of the Lots.

Section 2. Management Agent.

(a) By the affirmative vote (in person or by proxy) or written consent of Members representing three-fourths (3/4) of the total votes of the Association (not a majority of a quorum), the Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the power set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) cash basis accounting shall be employed;
- (b) accounting and dual controls should be in effect wherein, (i) the Treasurer receives an email authorization from the president for any disbursement (whether by check or electronic delivery) over \$250.00, (ii) The Treasurer shall reconcile the monthly bank statements (for operating account and reserve account(s)) in a timely manner and have the President review and sign off on. The signed reconcilements will be scanned and made a part of the Association's permanent records for a time that is sufficient according to Indiana Law;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by any Board member or Owner acting on behalf of the Board from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;
- (e) An Income and Expense Statement reflecting all income and expense activity for the preceding six (6) months on a cash basis shall be prepared and presented to the Board and available upon request by any Member within 30 days after June 30 of each year;
- (f) an annual report consisting of at least the following shall be distributed within sixty (60) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 4. Rights of the Association. With respect to any Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 5. Indemnification. The Association shall indemnify every Director and every Officer, his/her heirs, executors, and administrators, against all loss, cost, and expense reasonably incurred by him/her in connection with any action, suit, or proceeding to which he/she may be made a party by reason of his/her being or having been a Director or Officer of the Association, except as to matters wherein he/she shall be finally adjudged in such action, suit, or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all

other rights to which such director or Officer may be entitled.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President, Treasurer, and Secretary shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office and Vacancy. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association and keeper of the Corporate Book. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation to a professional as approved by a majority of the Board. The Secretary shall be responsible for taking all meeting minutes and keeper of the Minute Book.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors. Liens and Lien Releases may be executed by the President with the verification of the Treasurer regarding the status of payment(s).

Section 7. Vendor Contracts. All vendor contracts shall be executed by at least

two (2) officers or by the President and Treasurer or by such other person as may be designated by resolution of the Board of directors. of the Association and other areas as outlined in the Declaration. Any and all vendors hired to perform certain tasks on behalf of the Association must be licensed, bonded, and insured. No vendor contract may have a term in excess of two (2) years and must permit termination by either party without cause and without termination fee on thirty (30) days' or less written notice. A vendor contract shall be in writing and establish the following:

- (a) Proof that the vendor is properly licenses/bonded/insured;
- (b) The scope of the work to be performed by the vendor;
- (c) The timeline with which the work must be performed;
- (d) The price to be paid for the work including net terms;
- (e) How the contract may be terminated and by whom;
- (f) The methods of payment;
- (g) How breaches of the contract will be addressed;
- (h) Any warranties concerning the work performed;
- (i) The employment status of the vendor; and
- (j) Indemnification of the POA for any damages brought about by the vendor during the course of work.

Section 8. Employees and Volunteer Workers. No employee or volunteer worker shall perform any work on Common Areas or property owned by the Association unless the Association's insurance policy provides insurance coverage for such employee or volunteer worker, including but not limited to bodily injury coverage.

ARTICLE V COMMITTEES

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Declaration of these By-Laws, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date or notice, the Association, through its

Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration or the By-Laws, and the Association may, at its option, have the following elections:

- (a) An action at law to recover for its damages, on behalf of the Association or on behalf of the other Unit Owners;
- (b) An action in equity to enforce performance on the part of the Unit Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specified item, which shall be a lien against the said Unit with the same force and effect as if the charge were a part of the common expenses

Section 2. Costs and Attorney's Fees. In any effort to correct an alleged default by a Unit Owner, the Association shall also be entitled to recover the costs of the proceeding and reasonable attorney's fees.

ARTICLE VII RULES AND REGULATIONS

Section 1. Residential Restrictions. Any and all business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve door to door solicitation of residents of the Association; (d) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Association which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Association. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in a full or part time manner; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. The Association, acting through the Board of Directors, shall have standing and the power to enforce the use

restrictions contained herein as well as those stated in the ordinances of the Town of Saint John as if all of such provisions were regulations of the Association.

Section 2. Leasing Units. Except leases as to an immediate family member, there shall be no leasing of any Unit. Leases to an immediate family member must be approved by the Board of Directors. Every Owner shall cause all occupants of such Owner's Unit to comply with this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard. "Immediate family members" as used herein shall refer to the spouse, children, stepchildren, parents, or grandparents of the Unit Owner (Indiana Code § 3-5-5-0.5).

Section 3. Accessory Buildings. In order to preserve the quality and aesthetic appearance of the existing geographical areas with the Association, accessory buildings are not allowed.

Section 4. No Temporary Structures or Building. No structure of a temporary character, such as an uncomplete building, trailer, tent, shack, garage, barn, motorized home or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5. Fences. In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Association, fences are not allowed with the exception of those Units whose patios face each other a privacy fence not to exceed five feet (5') in heights may be erected and must be approved by the Board of Directors prior to installation.

Section 6. Exterior Post Lights. Each Unit Owner must maintain an exterior post and post light at such Owner's expense. All exterior post lights shall be illuminated from dusk to dawn. Replacement of any exterior post light shall be similar in aesthetics to the original style post light.

Section 7. Mailboxes. The Owner of the Unit shall cause their mailbox to be maintained and/or replaced, if necessary, at the Owner's expense. No exterior newspaper receptacles shall be permitted. The replacement of any mailbox shall be similar in aesthetics to the original style mailbox.

Section 8. Boats and Motor Vehicles. No: (a) recreational vehicles, (b) motor homes, (c) boats, (d) boat trailers, (e) recreational equipment and trailers, or (f) trucks or vans in excess of three-quarter ($\frac{3}{4}$) ton capacity, shall be placed, parked or stored upon any Lot or otherwise in the Subdivision for more thirty-six (36) hours in a forty-eight (48) hour period, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

Section 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Common household pets collectively may be kept on Lots so long as they are not kept, bred, or maintained for commercial or hobby purposes.

Section 10. Rubbish, Trash, Garbage and Nuisance. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or any portion thereof and all trash shall be kept in sanitary containers. No firewood, scrap wood, limbs, branches, compost, composters, paper, bottles, tires or similar substances, filth, rubbish trash or noxious substance shall be collected or remain on any Lot or any part thereof which causes damage, prejudice or discomfort to others or the public or creates a breeding ground for insects or vermin.

Section 11. Flag Poles. Flag poles are permitted, provided the flag pole is not more than twenty (20) feet in height.

Section 12. Air Conditioning Unit. No window or wall unit air conditions or heating systems (HVAC) shall be installed on any Unit.

Section 13. Storage Sheds. No free-standing structures, detached garages, metal, prefab, or steel storage sheds of any kind shall be erected on any lot.

Section 14. Signs and Other External Items. No Owner shall display any sign (except for temporary but tasteful "for sale" signs), advertisement or notice of any type on the exterior of a Unit or Structure. No Owner shall erect any exterior awnings upon any Residential Unit or Structure, other than a retractable awning in the rear or patio portion of the Residential Unit subject to the approval of the Board of Directors. No clothesline or other similar device shall be allowed on any portion of any Residential Unit or Structure.

Section 15. Destruction of Structure. No Structure which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than four (4) months from time of such destruction or damage. Such Unit shall be rebuilt, repaired, or reconstructed in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

Section 16. Nuisances. No nuisances shall be allowed upon any Unit nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the Units by its residents, or which will obstruct or interfere with the rights of other Owners or the Association. This provision shall not be construed to prohibit or limit the enforcement of any provision of the Declaration which does not constitute a nuisance, or to prohibit the Association from adopting Rules and Regulations prohibiting conduct which does not constitute a nuisance.

Section 17. Sprinkler System. The Association shall maintain an underground sparkler system for the Common Areas of the Association and other areas as outlined in the Declaration.

Section 18. Additional Rules and Regulations. The Board of Directors may, from time to time, adopt additional Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Association and the Common Areas of the Association and other areas as outlined in the Declaration and any services made available to the Unit Owners as outlined in the Declaration. No Rules and Regulations may be adopted outside the scope of the Declaration or By-Laws.

ARTICLE VIII MISCELLANEOUS

Section 1. Fiscal Year. The calendar year shall be the fiscal year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures *Robert's Rules of Order*, (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration or these By- Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Articles of Incorporation, Declarations, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member via email or U.S. postal mail as requested.

(b) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Legal Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 6. Amendment. Declarant may amend the By-Laws in accordance with the Declaration. These By-Laws may be amended otherwise only by the affirmative vote (in person or by proxy) or written consent of Members representing three-fourths (3/4) of the total votes of the Association (not a majority of a quorum).

* * * REMAINDER OF PAGE INTENTIONALLY LEFT BLANK * * *

Certification. The undersigned officers of Weston Ridge Cottage Homes Property Owners Association, Inc. hereby represent and certify that all requirements for and conditions precedent to the foregoing Amended and Restated Bylaws have been fulfilled and satisfied.

Executed this 18th day of July, 2024.

Weston Ridge Cottage Homes Property Owners Association, Inc. by:

Signed: Linda Brinks
Printed: Linda Brinks, President

Attest:

Signed: James S. Koeling
Printed: James Koeling, Secretary

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Linda Brinks, the President and James Koeling, the Secretary of the Weston Ridge Cottage Homes Property Owners Association, Inc. respectively, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing for and on behalf of said corporation and its members, and who, having been duly sworn under penalties of perjury, stated that the facts and matters therein set forth are true and correct.

Witness my hand and Notarial Seal this 18th day of July, 2024.

Margaret B Hardin
Signature of Notary Public

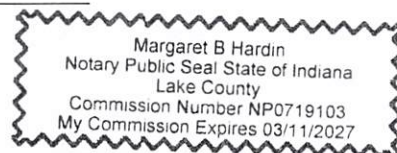
My Commission Expires:

3.11.2027

Margaret B Hardin
Printed Name of Notary Public

County of Residence:

Lake



"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." /s/ Peter S. Kovacs, Esq.

This instrument was prepared by and should be returned to: Peter Kovacs, Peter Kovacs Law P.C., 11650 Olivo Road, Suite 1000, PMB 275, Fishers, IN 46037, 317-900-9152

**RULES AND REGULATIONS
FOR
WESTON RIDGE COTTAGE HOMES
PROPERTY OWNERS ASSOCIATION, INC.**

The following rules and regulations shall apply in addition to the terms and conditions governing the Subdivision as set forth in the Declaration of Covenants and Restrictions for Weston Ridge Cottage Homes Property Owners Association, Inc. (the "Declaration"):

1. Noise. Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.
2. Garbage. All garbage receptacles shall be located and stored in such a place as to not be visible from any ground level location in the Subdivision, excepting only on those days of garbage collection by the Town of Saint John or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.
3. Ordinances. All Town of Saint John Ordinances shall be followed.
4. Definitions. The capitalized words and phrases used in these Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration.