

BYLAWS
OF
CHAPELWOOD GLEN COMMUNITY ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1.1. “**Act**” shall mean and refer to the Indiana Nonprofit Corporation Act of 1991 and any subsequent amendments thereto.

Section 1.2. “**Articles of Incorporation**” or “**Articles**” shall mean and refer to the Articles of Incorporation of Chapelwood Glen Community Association, Inc., as filed with the Secretary of State of the State of Indiana.

Section 1.3. “**Board of Directors**” or “**Board**” shall mean and refer to the Board of Directors of Chapelwood Glen Community Association, Inc.

Section 1.4. “**Directors**” shall mean and refer to the members of the Board of Directors.

Section 1.5. “**Declaration**” shall mean that certain Declaration of Covenants, Conditions and Restrictions of Chapelwood Glenn recorded in the Office of the Marion County Recorder as Instrument No. 2006-000933 with respect to the real estate bound thereby, as the same may be amended, supplemented, and/or restated from time to time. and, "Declaration" shall further include, without limitation, the Plat Covenants and Restrictions for Chapelwood Glen, as amended, restated and/or supplemented from time to time; and, each of the foregoing as recorded or to be recorded in the office of the Recorder of Marion County, state of Indiana.

Section 1.6. “**Lot**” shall mean any parcel or lot identified on any Chapelwood Glen subdivision plat recorded in the Office of the Recorder of Marion County, Indiana.

Section 1.7. “**Association**” shall mean Chapelwood Glen Community Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporations Act of 1991 as amended.

Section 1.8. “**Residence**” means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational

Section 1.9. “**Mortgage**” shall mean and refer to any mortgage or other security instrument by which real property or any improvements thereon are encumbered.

Section 1.10. “**Mortgagee**” shall mean and refer to a beneficiary or holder of a Mortgage.

Section 1.11. “Mortgagor” shall mean and refer to any person or entity who gives a Mortgage.

Section 1.12. “Member” shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot, and the record owner’s spouse, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 1.13. “Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.14. “Assessment” shall refer to all sums lawfully assessed against the members by the Corporation or as declared by the Declaration, any Supplementary Declaration, the Articles or the By-Laws.

Section 1.15. “Common Area” refers to (i) all portions of the Real Estate shown on any Plat or a part of the Real Estate as a “Common Area” or which are otherwise not located in Lots and not dedicated to the public and (ii) all facilities, structures, building, improvements, and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way.

Section 1.16. All other defined terms shall have the same meaning as stated in the Declaration. In the event any provision herein conflicts with any provision of the Declaration, the provision of the Declaration shall control. In the event any provision herein conflicts with any provision of the Articles, the provision of these Bylaws shall control. In the event any provision of the Articles conflicts with any provision of the Declaration, the provision of the Declaration shall control.

ARTICLE II **NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

Section 2.1. Name. The name of the Association shall be “Chapelwood Glen Community Association, Inc.”

Section 2.2. Principal Office. The principal office of the Association in the State of Indiana shall be located at such place in the State of Indiana as the Board of Directors of the Association shall determine from time to time.

Section 2.3. Registered Agent. The registered agent of the corporation shall be the elected by the Board of Directors, and can potentially change from year to year. Therefore, the current registered agent of the Association may be determined through the most recent annual business entity report filed with the Indiana Secretary of State’s office.

ARTICLE III
MEMBERS AND MEMBERSHIP MEETINGS

Section 3.1. Place of Meetings. Meetings of the Members must be held in Marion County, Indiana, at a location, place, and time set by the Board of Directors.

Section 3.2. Notice of Meetings. Unless ballot voting is being used or as otherwise required by these Bylaws or Indiana law, written or printed notices stating the place, day, and hour of a Membership meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Association to each Member of record of the Association eligible to vote at the meeting, at such address as appears upon the records of the Association, at least ten (10) days before the date of the meeting, but not more than sixty (60) days prior to the meeting.

Notices of any meeting may be mailed by first class U.S. Mail, postage pre-paid. Notices of meetings may also be hand-delivered to a Member's residence. If the Member consents to electronic service, then notice of meetings may be provided to Members by email or postings on the Association's website, if one exists.

Notice of any meeting of the Members may be waived in writing by any Member or by the Member's attendance at the meeting in person, by proxy, or by ballot.

Section 3.3. Voting Rights. Unless suspended, each Member is entitled to cast one (1) vote for each Lot he owns on each issue properly brought before the Membership. In the event any Lot is owned by more than one person, the Members must decide among themselves which Member is entitled to vote at a meeting of the Members. In the event the Lot is owned by a corporation or other entity (e.g., a Trust), that entity may appoint a representative to cast the vote(s) for the Lot.

Section 3.4. Suspension of Rights. No member shown on the books or management accounts of the Association to be more than one (1) year delinquent in any payment due shall be eligible to vote, either in person or by proxy.

For purposes of this provision, the one (1) year period begins on the first day of the fiscal year or the due date of the Assessment as set by the Board pursuant to its authority as set forth in the Declaration, whichever is later in time. If the amount due is for an obligation other than Assessments, such as reimbursement for a covenant violation or court judgment, then the six-month period shall start on the date the amount became due. The term "payment" means the payment of all amounts due to the Association, including any Assessments, collection fees, interest, late fees, attorney fees, court costs, or other sums that are owed.

Section 3.5. Quorum. At any meeting of the Membership, unless otherwise stated in these Bylaws, the presence of Members, in person or by proxy, entitled to cast ten percent (10%) of the cumulative total number of valid and eligible Member votes in the Association shall constitute a quorum. For purposes of this section, the term "eligible" means any Member whose privileges are not suspended for any reason. If a Member has had his voting rights suspended, that vote is not considered a valid or eligible vote toward calculating quorum requirements. After a Member's

vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting.

Section 3.6. Proxies. A Member may vote either in person or by his duly appointed proxy. Where a Member's vote is by proxy, the Member must designate his proxy in writing and deliver it to the Association or any officer or agent of the Association authorized to tabulate votes. The proxy is effective once it is received by the Association.

A proxy must contain the Member's printed name, address or Lot number, the Member's signature, the date the proxy is executed (signed), and all other requirements of Ind. Code § 32-25.5-3-10, as may be amended from time to time. A proxy is only valid for one hundred eighty (180) days from the date which it is given, unless a shorter period of validity is expressly set forth in the proxy. A proxy may be revoked in writing by the Member prior to being exercised or by the Member's personal attendance at the meeting where the vote is to be taken.

If a Member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. If a Member signs more than one (1) proxy to be used at a particular meeting, and it cannot be determined which proxy is the latest in time, then none of the Member's proxies may be counted or voted.

Section 3.7. Ballots. Any action required or permitted to be taken at any meeting of the Members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every Member eligible to vote on the matter. To be valid, the ballot must contain:

- a) the printed name of the Member;
- b) the signature of the Member;
- c) the address of the lot(s) owned or being purchased by the Member;
- d) the date the ballot is being signed; and
- e) all other information required by Ind. Code § 23-17-10-8, as may be amended from time to time.

Approval by written ballot is only valid if:

- a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to be present at a meeting authoring such action; and
- b) the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting.

The written ballot must set forth each proposed action and provide an opportunity for the Member to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must indicate:

- a) the number of responses needed to meet the quorum requirements;
- b) the percentage of approvals necessary to approve each matter, other than the election of directors; and

- c) specify the time by which a ballot must be received by the Association to be counted.

If a meeting is to be held, then ballots may be mailed or personally delivered to the Association's registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast by Members NOT attending the meeting must be RECEIVED at the Association's registered office by the end of business at least two (2) calendar days prior to the date of the meeting in order to be counted. Unless otherwise stated on the ballot, any ballots received less than two (2) calendar days prior to the meeting date will not be counted.

If a meeting is NOT to be held, then Members must mail or personally deliver their ballot to the Association's registered office by the due date stated on the ballot. Any ballots RECEIVED after the due date will not be counted.

Only official ballots sent to the Members by the Association will be accepted unless otherwise agreed to by the Board of Directors.

If a Member signs or submits more than one ballot, the latest in time, if possible to determine, is considered to be valid. However, if a Member signs or submits more than one ballot, and it is not possible to determine which ballot is to be used, the Board may reject all ballots submitted by that Member.

Section 3.8. Approval of Measures. Pursuant to Ind. Code § 32-25.5-3 et. seq., the following approval is required for the following measures:

- a) **Borrowing.** As set forth in I.C. § 32-25.5-3-5, the Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of: (1) five thousand dollars (\$5,000) during any calendar year; or (2) 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 simple majority of the eligible Members of the Association voting under this section. A vote held under this section must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote under this section at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this section shall be opened and counted at a public meeting held by the Association.

For purposes of this section, the term "eligible" means that a Member is not suspended for delinquent Assessments or other amounts owed to the Association or to their respective sub-association.

- b) **Contracts.** As set forth in Ind. Code § 32-25.5-3-4, the Board may not enter into any contracts that would result in a new Assessment or the increase in an existing Assessment payable by the Members in an amount of more than five hundred dollars (\$500) per year for each member unless the Board holds at least two (2) Membership meetings concerning the contract, and the contract is approved by at least two-thirds (2/3) of the eligible Members of the Association.

- c) **Major Decisions.** The Association shall not, without the affirmative vote or written consent, or any combination thereof, of Members representing at least two-thirds (2/3) of the eligible votes of Members, (a) sell, transfer, assign, convey, mortgage, or otherwise dispose of the Common Area or any parts thereof; or (b) permanently close, without intent of re-opening, the Common Area.

ARTICLE IV
BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

Section 4.1. Governing Body. The affairs of the Association shall be governed by a Board of Directors. To be eligible to serve as a Director, a Director must be a Member of the Association and current on the payment of Assessments.

Section 4.2. Number of Directors. The number of Directors in the Association shall be equal to three (3) directors. Though, upon an affirmative vote of the Board of Directors, the number of directors may be increased to five (5).

Section 4.3. Appointment and Term of Office. Elections to the Board shall occur at the Annual Meeting of the Association. The initial Board shall serve until the first Annual Meeting of the Association. One director shall have a three-year term, one director shall have a two-year term and one director shall have a one-year term. At the first Annual Meeting of the Association, the candidate with the most votes shall have the three (3) year term, the candidate with the next highest number of votes shall have the two (2) year term and the candidate with the third highest number of votes shall have the one (1) year term. Each Director shall hold office for the respective number of years until their respective successor shall elected in accordance with these By-Laws, unless such Director is removed or resigns. Directors may serve any number of consecutive terms. A Director must be a member of the Association.

Section 4.4. Removal of Directors and Vacancies. Any vacancy or vacancies occurring in the Board of Directors shall be filled by a unanimous vote of the remaining Directors and the newly elected Director shall serve until there is an election at the next Annual Meeting of the Association.

Section 4.5. Annual Meetings of the Board of Directors. Annual Meetings of the Board shall be set by the Board so as to occur at least thirty (30) days but not more than ninety (90) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors and at a place as fixed by a majority of the Directors.

Section 4.6. Regular Meetings of the Board of Directors. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority vote of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the time and place of each and any such regular meetings shall be communicated to each of the 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 4.7. Special Meetings of the Board of Directors. Special meetings of the Board shall be held when called by written notice signed by the President 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) by first class mail, postage prepaid;
- (c) by verbal telephone communication, either directly or 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 internet electronic mail transmission.

All such verbal telephone notices shall be given at the Director's telephone number as shown on the records of the Association. All such U.S. Mail notices shall be sent to the Director's street address as shown on the records of the Association. All such internet electronic mail notices shall be sent to the Director's electronic mail address 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, by telephone or by electronic mail shall be delivered, telephoned, or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 4.8. Waiver of Notice. The transactions of any meeting 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, which waiver need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends such a meeting without protesting before or at its commencement about the lack of adequate notice.

Section 4.9. Quorum of Board of Directors. At all meetings of the Board of Directors, the Directors representing a majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business. If any meeting of the Board cannot be held because a quorum is not present, the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.10. Compensation of Directors. No Director shall receive any compensation from the Association for acting or otherwise serving as a member of the Board of Directors; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 4.11. Conduct of Meetings of the Board of Directors. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Notwithstanding the presence and participation of the President and the Secretary of the Association at each and any such meeting of the Board, voting on matters being considered by the Board of Directors shall be limited to those individuals who are actually Directors of the Association.

Section 4.12. Action by the Board Without a Formal Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. If an action is approved via writing or email, evidence of the written or email approval must be made a part of the corporate Board minutes or records. However, failure to keep documentation of the approval does not automatically invalidate the decision.

Section 4.13. Rights of the Association. With respect to the Common Area and in accordance with the Articles of Incorporation and these Bylaws, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other Members' or residents' associations, both within and without the Common Area. Unless otherwise required by the Declaration, Articles, or these Bylaws, such agreements shall require the vote or written consent, or any combination thereof, of the Directors representing a majority of the total vote.

Section 4.14. Budget. Pursuant to Ind. Code § 32-25.5-3-2(d), the Association budget must be approved at a meeting of the Association Members by a majority vote of the Members in attendance at a duly called meeting. The budget should cover the estimated ordinary expenses of the Association during the coming year. The budget shall include a capital contribution maintaining a reserve fund. Such budget shall be used to determine the Regular Assessment.

If quorum is not present at any meeting where the budget is to be voted upon, the Board may adopt a budget for the ensuing fiscal year using an Assessment that is no more than one-hundred five percent (105%) of the previous fiscal year's Assessment.

Section 4.15. Assessment and Expenses.

(a) Each fiscal year, the Board shall establish an annual budget prior to the beginning of each fiscal year setting forth the estimated ordinary expenses for maintenance, operation, and repairs for the coming fiscal year, together with allowances for reasonable contingencies and reserves as provided in the Declaration. Every fiscal year, the record Owner of each Developed Lot shall pay to the Association his share of Assessments.

(b) The Board shall cause a copy of the ordinary expense budget and notice of the amount of the Assessment to be levied for the following year to be delivered to each Member at least thirty (30) days prior to the beginning of the fiscal year.

or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board.

ARTICLE V **OFFICERS**

Section 5.1. Officers. The officers of the Association shall be a President, Vice President, and Secretary. The officers shall be elected from among the members of the Board.

Section 5.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by majority vote of the Directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by majority vote of the Directors in attendance at a meeting of the Board called for that purpose.

Section 5.3. Removal. An officer may be removed with or without cause by a majority vote of the Board whenever in its judgment the best interest of the Association will be served thereby. A Director removed from a particular office shall continue to serve on the Board, and may be re-appointed to a different office or may serve on the Board without an officer designation.

Section 5.4. 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 specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall have the care and custody of the corporate records, shall attend all meetings of the Board and shall keep, or cause to be kept in a book provided for such purpose, a true and complete record of the proceedings of such meetings when required. The Secretary shall also attend to the giving and serving of all notices of the Association. The Treasurer shall have primary responsibility for the care and investment of the Association's funds and for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, managing agent, or both.

Section 5.5. Resignation. Any officer may resign at any time by giving written notice to the Board, 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 5.6. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors, except for checks under \$500.00, or checks paid toward utility or mowing bills, or checks paid pursuant to contracts or agreements previously approved by the Board of Directors, which shall only require execution by one (1) officer.

ARTICLE VI
COMMITTEES

Section 6.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority vote of the Board. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

ARTICLE VII
CONDEMNATION

Section 7.1. Condemnation of Common Area. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation), the award made for such taking shall be payable to the Association, to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the provisions in these Bylaws regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 8.2. Enforcement In General. The Association may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Bylaws, or any rules, regulations, policies, procedures, or guidelines adopted thereto, but the Association shall not be liable for damages of any kind, including legal fees and costs, to any person for failing to enforce or carry out any of the provisions of these Bylaws. If the Association takes any action to enforce any provision or restriction in these Bylaws or the rules and regulations or collect any monies due in connection therewith, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, self-help or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a managing agent, and court costs, of said enforcement activity or action from the party or parties in violation of said Bylaw, rule, or regulation.

Section 8.3. Books and Records.

(a) **Inspection by Members.** The Bylaws, Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, and minutes of meetings of the Board and committees shall be made available for inspection and copying (at a reasonable cost) by the Association to any Member, or by the duly appointed representative of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in the Association at the office of the Association or at the offices of any managing agent as the Board shall prescribe.

The Association reserves the right to require any Member requesting to inspect the accounts, books, records, financial statements, and other papers of the Association to meet the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Ind. Code § 23-17-27 et seq., and under Ind. Code § 32-25.5-3-3, and any amendments or re-codification subsequently adopted thereto. The Association reserves the right to deny any Member access to any records that are not required to be opened for inspection under Indiana law, or if the Association determines the Member's request: (i) was not made in good faith or for a proper purpose; (ii) the member fails to describes with reasonable particularity the purpose and the records the member desires to inspect; or (iii) the records requested are not directly connected to the stated purpose for the request.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **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 copies of relevant documents at the expense of the Association, such expense to be reasonable.

Section 8.4. Amendment. These Bylaws may be amended upon the affirmative vote or written consent of a majority of the Board of Directors for the Association.

The undersigned hereby certifies that this Code of Bylaws of Chapelwood Glen Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association.

CHAPELWOOD GLEN COMMUNITY ASSOCIATION, INC.

President, Chapelwood Glen Community

Date

Association, Inc.

Attest:

Secretary, Chapelwood Glen Community
Association, Inc.

Date