

CODE OF BY-LAWS

CUMBERLAND POINTE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the corporation is "Cumberland Pointe Homeowners' Association, Inc." (hereinafter referred to as "the Corporation").

Section 2. Principal Office and Resident Agent. The post-office address of the principal office of the Corporation is 4670 Haven Point Boulevard, Indianapolis, Indiana 46270; and the name of its Resident Agent in charge of such office is Jay L. Collins.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE II

Members

Section 1. Membership. Every Owner, as defined in a certain declaration of covenants, conditions and restrictions of Cumberland Pointe Homeowners' Association, Inc. ("Declaration") as recorded or to be recorded in the office of the Recorder of Marion County, Indiana, and the members of the first Board of Directors of the Corporation as specified by its Articles of Incorporation or their successors as appointed under the Declaration shall be a member of the Corporation. There shall be two (2) classes of membership in the Corporation, as specified in the Articles of Incorporation.

Section 2. Place of Meeting. All meetings of members of the Corporation shall be held at such place, within or without the State of Indiana, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of members shall be held on the third Thursday in March of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting members, or for any other reasonable purpose. Any such special meeting shall be called by written notice, authorized by a majority of the Board, or by one-third (1/3) of the members, delivered not less than seven (7) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of meeting and the matters to be considered.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of a 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 Secretary of the Corporation to each member of record of the Corporation entitled to vote at the meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 6. Voting at Meetings.

(a) Voting Rights. In the event any Lot is owned by more than one person, such persons shall designate one (1) person with respect to such Lot who shall be entitled to vote at a meeting of the members. Such person shall be known as the "Voting Member." Such Voting Member may be the Owner or one of the group comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Developer, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it. During the Development Period, as such term is defined in the Declaration, all actions of the Corporation shall require the prior written approval of the Developer (or its nominee).

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

ARTICLE III

Directors

Section 1. Number and Term of Office. The Board of Directors shall consist of three (3) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Developer. The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. The Board shall be elected by the Voting Members at their annual meeting and shall hold office until the next ensuing annual meeting of the Voting Members or until their successors have been duly elected and qualified. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of Directors shall be filled by a majority vote of the remaining members of the Board, and each Director so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. Notice specifying any increase in the number of Directors and the name, address and principal occupation of and other pertinent information about any Director elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by the member of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail if mailed at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Action by Written Consent. 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 thereto is signed by all the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 9. Initial Board of Directors. Notwithstanding anything in this Article III to the contrary, the first Board of Directors shall hold office until the earlier of his or her resignation, death, or removal by the Developer, or such time as provided in paragraph 2.F. of the Declaration. Any vacancy created by the resignation, death or removal of an initial Director shall be filled by appointment of those initial Directors remaining, after which the remaining Directors shall fill such vacancy.

ARTICLE IV

Officers

Section 1. Number of Officers. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such officers or assistant officers as the Board shall from time to time create and so elect. 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. The President shall be chosen from among the Directors. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies in behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation and this Code of By-Laws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these By-Laws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

ARTICLE V

Books and Records and Assessments

Section 1. Books and Records, in General. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Development" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Development and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, and any mortgagee or grantee

of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

Section 2. Assessments. Each Owner, with the exception of the Developer, is obligated to pay to the Corporation annual and special assessments, as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within such period, it shall bear interest at the rate of one percent (1%) per annum, as provided in the Declaration. In addition, the applicable Owner shall be charged a late fee with respect to such assessment, as from time to time determined by the Board of Directors of the Corporation. Unless and until changed by the Board of Directors, such late fee shall be twenty dollars (\$20.00). The Corporation shall have such rights of collection as specified in the Declaration.

ARTICLE VI

Execution of Instruments

Section 1. Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

ARTICLE VII

Amendments and Definitions

Section 1. Amendments. These By-Laws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the By-Laws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting.

Section 2. Definitions. The terms used in these By-Laws shall have the same meaning as the same terms as defined and used in the Declaration.

ARTICLE VIII

The Indiana Nonprofit Corporation Act of 1991

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.

Adopted: October 7, 2004

**WRITTEN CONSENT TO RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
CUMBERLAND POINTE HOMEOWNERS' ASSOCIATION, INC.**

Indianapolis, Indiana

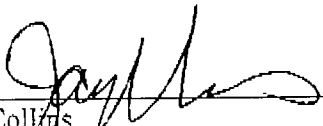
August 1, 2007

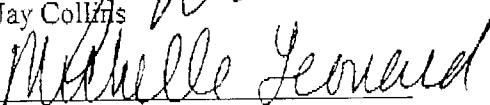
Pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, the undersigned, constituting all of the members of the Board of Directors of Cumberland Pointe Homeowners' Association, Inc., an Indiana nonprofit corporation ("Corporation"), hereby (1) waive notice of a special meeting of the Board of Directors of the Corporation and (2) consent to the following resolutions of the Board of Directors adopted without a meeting thereof, which resolutions shall be effective as of the date first above written:

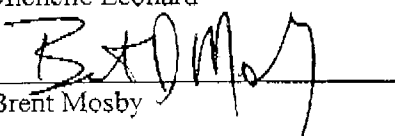
RESOLVED, that Article II, Section 6(c) of the Code of Bylaws of the Corporation shall be, and hereby is, amended to read as follows:

"(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present."

RESOLVED, that a copy of this consent be filed with the minutes of the proceedings of members and the Board of Directors of the Corporation.


Jay Collins


Michelle Leonard


Brent Mosby

FIRST AMENDMENT TO
CODE OF BYLAWS OF
CUMBERLAND POINTE HOMEOWNERS' ASSOCIATION, INC.

The following First Amendment to the Code of Bylaws of Cumberland Pointe Homeowners' Association, Inc. (the "Corporation") was adopted by that certain Written Consent to Resolutions of the Board of the Directors of the Corporation, dated August 31, 2007:

RESOLVED, that Article II, Section 6(c) of the Code of Bylaws of the Corporation shall be, and hereby is, amended to read as follows:

“(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present.”

16.00
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09/12/2007 01:05:51P 3 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

**WAIVER AND NOTICE OF RIGHT TO DISCLAIM INTEREST
IN COMMON AREAS WITHIN
CUMBERLAND POINTE
AND SPECIAL LIMITED POWER OF ATTORNEY**

THIS WAIVER AND NOTICE, dated as of September 12, 2007, is made by Cumberland Pointe Homeowners Association, Inc., an Indiana nonprofit corporation (the "Association").

Recitals:

A. The Association was formed and organized pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Cumberland Pointe, dated July 14, 2004 and recorded July 15, 2004, in the Office of the Recorder of Hendricks County, Indiana, as Instrument No. 200400049553 (the "Declaration"). Unless otherwise provided in this Waiver, all capitalized terms used herein shall be as defined in the Declaration.

B. The Declaration provides, among other things, that the Association is authorized to act, and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement of the Common Areas. The Declaration further requires that the Association shall maintain and keep in good repair the Common Areas.

C. As of the date of this Waiver, certain portions of the Common Areas, which are included in the real estate described as the Original Tract or the Additional Tract, are not reflected on a recorded Plat.

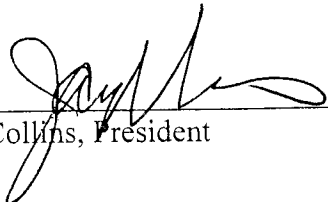
D. In order to insure that the Association is able to perform the duties required under the Declaration with respect to all Common Areas, whether such are platted now or in the future, the Association desires to waive any right it may have now, or which it may have in the future, to disclaim any interest in any and all Common Areas, and to provide for the execution of documents by the Association in connection with the conveyance of such Common Areas to the Association.

Terms:

NOW, THEREFORE, in furtherance of the recitals set forth above, and pursuant to Indiana Code 32-17.5-8-1, the Association hereby waives and forever relinquishes its right to disclaim any interest in any and all Common Areas, whether now or hereafter platted, and by this filing gives notice thereof to all persons. The Association hereby certifies that a copy of this Waiver has been delivered to Declarant.

FURTHER, the Association does hereby make, constitute and appoint C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership (the "Attorney-in-Fact"), as its true and lawful attorney for it, and in its name, place and stead, giving and granting to its attorney full power and authority to do and perform all and every act and thing, whatsoever requisite, necessary and proper to be done in order to convey any and all Common Areas, whether now or hereafter platted, to the Association, as fully, to all intents and purposes, as it might or could do, with full power of substitution and revocation, hereby ratifying and confirming all that its attorney, or its substitute, shall lawfully do, or cause to be done, by virtue hereof. In exercising the foregoing powers, the Attorney-in-Fact may execute all necessary documents which it deems necessary or appropriate in connection therewith in its name as Attorney in Fact for the Association. The power of attorney contained in this paragraph shall become effective upon the execution of this instrument and shall remain effective and irrevocable for a period of ten (10) years from the date hereof. No person who may act in reliance upon the representations of the Attorney-in-Fact for the scope of authority granted to the Attorney-in-Fact shall incur any liability as to the Association as a result of permitting the Attorney-in-Fact to exercise this authority, nor is any such person who deals with the Attorney-in-Fact responsible to determine or ensure the proper application of funds or property.

CUMBERLAND POINTE
HOMEOWNERS ASSOCIATION, INC.

By: 
Jay Collins, President

STATE OF INDIANA
COUNTY OF HAMILTON

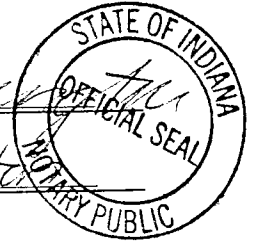
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Before me, a Notary Public in and for said County and State, personally appeared Jay Collins, the President of Cumberland Pointe Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Waiver.

Witness my hand and Notarial Seal this 12 day of September, 2007.

Lindsey Coddington
(signature)

Lindsey Coddington
(printed)



My County of Residence:
Hamilton

My Commission Expires:
8.21.13

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Lewis E. Willis, Jr.

This instrument was prepared by Lewis E. Willis, Jr., Stark Doninger & Smith, 50 South Meridian Street, Suite 700, 46240

**UNANIMOUS WRITTEN CONSENT TO RESOLUTIONS
BY THE BOARD OF DIRECTORS
OF
CUMBERLAND POINTE HOMEOWNERS' ASSOCIATION, INC.**

We, the undersigned, being all of the Directors of Cumberland Pointe Homeowners' Association, Inc. ("Corporation"), do hereby authorize and take the following corporate actions:

WHEREAS, the By-Laws of the Corporation currently state that the annual meetings of the members shall be held on the third Thursday in March of each year; and

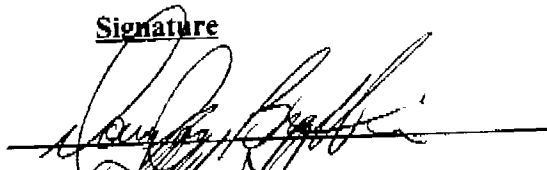
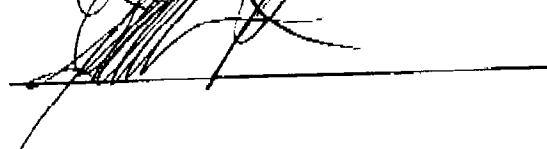
WHEREAS, the Directors desire to amend the By-Laws to allow the annual meetings to be held on any date within six (6) months of the close of each fiscal year.

NOW, THEREFORE, the following resolution is unanimously adopted:

RESOLVED that Article II, Section 3 of the By-Laws of the Corporation be amended and restated as follows:

Section 3. Annual Meetings. The annual meeting of the members shall be held on a date established by the Board of Directors pursuant to notice provided in accordance with these By-Laws within six (6) months of the close of each calendar year, or not later than June 30 of each year. At the annual meeting, the members shall elect the Board of Directors in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

This written authorization shall be filed with the Secretary of the Corporation for insertion in the corporate minute book.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Doug Brattain		2/26/2009
Jay Wheeler		02/26/2009

Cross-Reference:

Reflections at Cumberland Pointe, Section One, Instrument # 2004-00049554 (PC 3, Slide 444)
Horizons at Cumberland Pointe, Section One, Instrument # 2004-00086046 (PC 3, Slide 549)
Reflections at Cumberland Pointe, Section Two, Instrument # 2004-00086090 (PC 3, Slide 550)
Horizons at Cumberland Pointe, Section One (Re-Plat), Instrument # 2005-00005565 (PC 3, Slide 571)
Reflections at Cumberland Pointe, Section Three, Instrument # 2005-00044917 (PC 3, Slide 672)
Horizons at Cumberland Pointe, Section Two, Instrument # 2005-71854 (PC 3, Slide 761)
Horizons at Cumberland Pointe, Section Three-A, Instrument # 2007-027848 (PC 4, Slide 304)
Horizons at Cumberland Pointe, Section Three-B, Instrument # 2007-040126 (PC 4, Slide 335)
Horizons at Cumberland Pointe, Section Four-A, Instrument # 2009-060624 (PC 4, Slide 564)
Horizons at Cumberland Pointe, Section Four-B, Instrument # 2010-062735 (PC 4, Slide 651)
Cumberland Pointe, Declaration of Covenants, Instrument # 2004-00049553

AMENDMENTS
to the
CODE OF BYLAWS
for
CUMBERLAND POINTE HOMEOWNERS ASSOCIATION, INC.

The Cumberland Pointe Homeowners Association, Inc., by its Board of Directors, on this 7th day of August, 2018, states the following:

INTRODUCTION:

The residential community in Hamilton County, Indiana, commonly known as Cumberland Pointe was established by the recording of plats and other documents with the Office of the Recorder for Hamilton County, Indiana; and

The Plat for Reflections at Cumberland Pointe, Section One, was recorded with the Office of the Hamilton County Recorder on July 15, 2004, as **Instrument # 2004-00049554 (PC 3, Slide 444)**; and

The Plat for Horizons at Cumberland Pointe, Section One, was recorded with the Office of the Hamilton County Recorder on December 23, 2004, as **Instrument # 2004-00086046 (PC 3, Slide 549)**; and

The Plat for Reflections at Cumberland Pointe, Section Two, was recorded with the Office of the Hamilton County Recorder on December 23, 2004, as **Instrument # 2004-00086090 (PC 3, Slide 550)**; and

The Re-Plat for Horizons at Cumberland Pointe, Section One, was recorded with the Office of the Hamilton County Recorder on January 28, 2005, as **Instrument # 2005-00005565 (PC 3, Slide 571)**; and

The Plat for Reflections at Cumberland Pointe, Section Three, was recorded with the Office of the Hamilton County Recorder on July 19, 2005, as **Instrument # 2005-00044917 (PC 3, Slide 672)**; and

The Plat for Horizons at Cumberland Pointe, Section Two, was recorded with the Office of the Hamilton County Recorder on November 2, 2005, as **Instrument # 2005-00071854 (PC 3, Slide 761)**; and

The Plat for Horizons at Cumberland Pointe, Section Three-A, was recorded with the Office of the Hamilton County Recorder on May 21, 2007, as **Instrument # 2007-027848 (PC 4, Slide 304)**; and

The Plat for Horizons at Cumberland Pointe, Section Three-B, was recorded with the Office of the Hamilton County Recorder on July 17, 2007, as **Instrument # 2007-040126 (PC 4, Slide 335)**; and

The Plat for Horizons at Cumberland Pointe, Section Four-A, was recorded with the Office of the Hamilton County Recorder on October 16, 2009, as **Instrument # 2009-060624 (PC 4, Slide 564)**; and

The Plat for Horizons at Cumberland Pointe, Section Four-B, was recorded with the Office of the Hamilton County Recorder on November 23, 2010, as **Instrument # 2010-062735 (PC 4, Slide 651)**; and

The Cumberland Pointe subdivision is subject to contractual, private property covenants located in the Declaration of Covenants, Conditions and Restrictions for Cumberland Pointe ("Declaration"), and any later amendments, recorded in the Office of the Hamilton County Recorder on July 15, 2004, as **Instrument #2004-00049553**; and

The Declaration states that by taking deed title to any Lot within Cumberland Pointe each Owner becomes a mandatory member of the Cumberland Pointe Homeowners Association, Inc. ("Association"); and

As provided by the Declaration, the Association was incorporated as a non-profit corporation when the Articles of Incorporation ("Articles") were filed with and approved by the Indiana Secretary of State on October 7, 2004; and

The Association's Initial Board of Director(s) adopted a Code of Bylaws ("Bylaws") for the Association and the homeowners within Cumberland Pointe; and

The Articles (Article X, Section 1) and the Bylaws (Article VII, Section 1) give the Board of Directors of the Association the authority to make, alter, amend, or repeal the Bylaws of the Association; and

AS A RESULT, the Board of Directors have voted to adopt the following amendments to the Code of Bylaws. All other provisions in the Code of Bylaws not amended by this document will remain in full force and effect. The approved amendments are as follows:

Article I, Section 2, is amended to read as follows:

Section 2. Principal Office and Registered Agent. The name and post office address of the principal office of the Association is: Cumberland Pointe Homeowners Association, Inc., 3002 E. 56th St., Indianapolis, IN 46220, or as updated from time to time with the Indiana Secretary of State's Office.

The registered agent of the corporation is currently: Ardsley Management Corporation, 3002 E. 56th St., Indianapolis, IN 46220. However, it should be noted that the registered agent may be a member of the Board of Directors, a hired management agent, or other professional representing the Association and can potentially change from year to year. Therefore, the current registered agent of the Association can be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

It should be noted that the principal office for the Association can be changed by the Board of Directors and does not have to be the same as the registered place of business of the Association.

Article II, Section 3, is amended to read as follows:

Section 3. Annual Meetings. The Board of Directors of the Association will set a date for the Association's Annual Meeting to be held each year. The Annual Meeting must be held within fifteen (15) months after the previous annual meeting. However, the specific date, time and place of the Annual Meeting are to be determined by the Board of Directors. At each Annual Meeting, the Members may conduct director elections, unless a separate date for director elections is used, and transact any other Association business to be properly addressed at the meeting.

Article II, Section 4, is amended to read as follows:

Section 4. Special Meetings. A Special Meeting of the Lot Owners may be called by: a) the President; b) resolution approved by majority vote of the Board of Directors; or c) by written petition signed by at least ten percent (10%) of the lot owners. The petition must be presented to the President or Secretary of the Association and must state the purpose(s) for which the Special Meeting is to be called. A Special Meeting may be called by the membership only to address items that are within the member's authority to review and vote upon. The percentage required for a quorum has no impact on the percentage of owner's necessary to approve an amendment to the Declaration.

The Board of Directors has thirty (30) days from the date the Secretary receives a properly signed petition from the members to send a notice to the membership calling the requested Special Meeting. The purpose(s) of the Special Meeting, along with the date, time and

location of the Special Meeting must be stated in the meeting notice sent to the lot owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the lot owners are present.

It should be noted that the Act states the members may not call or hold a Special Meeting of the members without first submitting a petition, signed by not less than ten percent (10%) of the members, asking that the Board of Directors call a Special Meeting as set forth above. If the Board refuses to call a Special Meeting of the members after receiving a proper petition from the members, then the members may call a Special Meeting of the membership on their own.

Article II, Section 6(b), is amended to read as follows:

Section 6. Voting at Meetings.

(b) Proxies. Any eligible Member may vote either in person or by his duly appointed proxy. When a Member wishes to appoint a proxy to vote in his place for a specific meeting, the Member must designate the name of his proxy in writing and deliver it in person, by U.S. Mail, facsimile, or electronic mail or other electronic means, to the Association or its designated agent. The proxy is effective once it is received by the Association or its designated agent.

Unless excused by the presiding officer, all proxies must be received by the Association at least two (2) business days before the date of the scheduled meeting where the proxy is to be counted. That will give the Association sufficient time to verify the validity of the proxy.

To be valid, a proxy must contain:

- a. The Member's name and address giving the proxy;
- b. The name of the person being appointed as proxy;
- c. The date the proxy is given;
- d. The date of the meeting for which the proxy is given;
- e. The Member's signature; and
- f. An affirmation under the penalties for perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise the member's proxy.

A proxy is only valid for one hundred eighty (180) days from the date it is signed. 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 proxy appointment was to be used.

If a Member signs more than one proxy appointment, the latest in time, if possible to determine, will be used. 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 will be counted or voted.

If a Member has his voting privileges suspended for any reason, then he cannot vote, whether in person or by proxy. In addition, any Member who is suspended for any reason cannot serve as a proxy for another Member.

Article III, Section 1, is amended to read as follows:

Section 1. Number and Term of Office. The Board of Directors will consist of five (5) directors, with the minimum and maximum number of directors contained in the Articles. The exact number of Directors may be increased or decreased, as permitted by law, by resolution of the Board of Directors. If the number of directors currently serving changes due to the resignation or removal of directors, or if an insufficient number of members volunteer to fill all possible Board positions, the Board will continue to function with the remaining number of

directors until those vacancies are filled so long as there are at least three (3) directors serving. Except temporarily due to the resignation, removal, death, or incapacity of a Director, there must be an odd number of Directors serving on the Board.

No person is eligible to serve as a Director unless he is an Owner in Cumberland Pointe. A director must maintain his primary place of residence in the Cumberland Pointe community and not have his membership rights in the Association suspended for any reason as set forth in the Declaration, Articles or these Bylaws. No lot may be represented by more than one person or representative on the Board of Directors at the same time; nor can an owner, along with a spouse, significant other or family member, hold more than one (1) directorship at the same time, even if the owner, spouse, significant other, or family member owns more than one (1) lot in Cumberland Pointe. Any Board member who does not meet these qualifications at any time will be deemed ineligible to serve on the Board and his position will be considered vacant.

The Board of Directors will serve their terms on a staggered basis as provided by law, with approximately one-third (1/3) of the Board being open for election each year. Therefore, at the first Annual Meeting following adoption of these Bylaws where quorum is present, two (2) directors will be elected to serve a three (3) year term, two (2) directors will be elected to serve a two (2) year term, and one (1) director will be elected to serve a one (1) year term. At all future elections, directors will be elected to serve a three (3) year term of office. As set forth in IC 32-25.5-3-11, each director will serve his full term and will continue to serve until his successor is properly elected and qualified. There is no limit on the number of terms a director may serve.

In the event that the number of Directors is increased or decreased by resolution of the Board, the election terms, or rotation, of the directors will be determined by the Board at the time the increase or decrease is approved, so long as the election of Directors continues to be staggered and approximately one-third (1/3) of the Board is open for election each year. If multiple directors are being appointed by the Board to fill staggered Board vacancies, then the Board shall determine which appointee shall serve each respective staggered term.

Article III, Section 2, is amended to read as follows:

Section 2. Vacancies and Removal.

(a). Vacancies. Unless a director is removed from the Board by a vote of the owners, any vacancy or vacancies occurring in the Board will be filled by a vote of a majority of the remaining Members of the Board. A director appointed by the Board or elected by the members to fill a vacancy on the Board will serve the remaining portion of the Board term of the director he is replacing.

(b). Removal. A director or directors may be removed with or without cause by vote of a majority of the voting Members at a special meeting of the Members duly called and constituted. In such case, a successor will be elected at the same meeting from eligible Members nominated at the meeting. The person elected to fill the spot of the removed director will serve the remaining portion of the Board term of the director he is replacing.

Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to time, the Board of Directors also may remove a director from the Board by a two-thirds (2/3) vote of the Board for the following specific acts: a) failing to attend three (3) or more consecutive meetings of the Board of Directors; b) becoming ineligible to serve on the Board according to any terms set forth in the Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or criminal behavior while performing his duties as a director; d) breach or disclosure of confidential Board or owner information to person(s) not on the Board; or e) performing any action in the name of or on behalf of the Association that is not within the director's duties as set forth under

the Bylaws, was not previously authorized by the Board, or was not subsequently ratified by the Board. If a director is removed by a vote of the Board, the vacancy will be filled by a majority vote of the remaining Directors and the appointee will serve the remaining portion of the Board term of the director he is replacing.

If a director is removed from the Board by either a vote of the Members or the Directors, he will not be eligible to serve on the Board for six (6) years after being removed from the Board.

Article III, Section 4, is amended to read as follows:

Section 4. Regular Meetings. Regular meetings of the Board of Directors will be held at such regular intervals, without notice, at a time and place set by resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided to each director personally, by telephone or email, at least twenty-four (24) hours prior to the meeting.

Article III, Section 5, is amended to read as follows:

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within the State of Indiana, upon twenty-four (24) hour notice, specifying the time, place and general purposes of the meeting, given to each director personally, by telephone or email, or notice may be given by U.S. Mail if sent, via first class, postage pre-paid, mail at least three (3) days before the meeting.

Article III, Section 9, is amended to read as follows:

Section 9. Attendance at Board Meetings. Any board member may participate in a board meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or other internet or electronic communication by which all directors participating may hear each other during the meeting. As provided in IC 32-25.5-3-3(g), a Member has the right to attend any meeting of the Board of Directors, except for those meeting where legal issues or delinquent assessments are being discussed.

Article III, Section 10, is added to the Bylaws and reads as follows:

Section 10. Duties of the Board of Directors. The Board of Directors is the governing body of the Association. The Board is responsible for overseeing the functions and duties of the Association, which includes such things as the administration of the Real Estate; the management, maintenance, repair, upkeep and replacement of the Common Area (unless these are designated as being the responsibility of the Owners); and collecting assessments and paying the common expenses of the Association.

The Board is to carry out these duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar conditions, and in a manner the Board believes to be in the best interest of the Association. The availability of funds, the unforeseen or unexpected nature of expenses caused by natural, administrative, or regulatory reasons, or any other factor or factors which may hinder or prevent the Board from taking action to fulfill any of

these duties will be considered in determining the reasonableness of the Board's actions or failure to provide certain services or maintenance as required.

The Board may hire a managing agent. No contract or agreement for professional management of the Association can be for more than a three (3) year term and must allow the termination of the contract or agreement by either party with or without cause upon written notice of ninety (90) days or less, and without payment of any termination fee. The managing agent will help the Board in carrying out its duties, which include such things as:

- (a) maintenance, repair, replacement, landscaping, painting, decoration, furnishing, and upkeep of the Common Areas (unless these are designated as being the responsibility of the Owners);
- (b) obtaining utilities used for the Common Areas (unless the utilities are provided and billed directly to Owners by the utility companies);
- (c) assessment and collection from the Owners of their respective shares of the Common Expenses;
- (e) preparation of an annual budget for the operation of the Association and anticipated common expenses, a copy of which will be mailed or delivered to each Owner;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior fiscal year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, itemizing the Common Expenses when possible;
- (h) obtaining and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage required under this Declaration and such other insurance coverage as the Board, in its sole discretion, decides is necessary or advisable;
- (i) paying taxes and assessments assessed against the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;
- (j) enforcing the covenants, restrictions, bylaws and rules and regulations set forth in the Declaration, Articles, Bylaws or adopted rules and regulations;
- (k) all duties and obligations imposed upon the Association or the Board in the Declaration, the Articles, the Bylaws or the Act.

Article III, Section 11, is added to the Bylaws and reads as follows:

Section 11. Powers of the Board of Directors. The Board of Directors will have the powers that are reasonable and necessary to perform its duties. Some of these powers include the power to:

- (a) hire a managing agent to assist the Board in performing its duties;
- (b) purchase, lease or obtain for the Association any equipment, materials, labor and services that will help the Board perform its functions and duties;
- (c) employ legal counsel, architects, contractors, accountants and others to help advise the Board on the business and affairs of the Association;
- (d) hire, oversee, and discharge personnel that the Board decides is necessary to help perform the maintenance, upkeep, repair and replacement of the Common Areas;
- (e) assess the owners for the costs of performing all of the functions, duties and obligations of the Association as Common Expenses and to pay all such costs from those assessments;
- (f) open and maintain a bank account or accounts in the name of the Association;

- (g) create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Property, including the individual lots, streets (whether public or private), and the Common Areas, with these rules and regulations being in addition to or supplementing the provisions set forth in the Declaration, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any additional rules and regulations adopted by the Board must be promptly delivered to all Owners at the Owner's last known address unless they are recorded in the Office of the Marion County Recorder;
- (h) take any appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provisions, restrictions or requirements within Declaration, Articles, Bylaws, or rules and regulations of the Association;
- (i) grant to public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more utility easements, maintenance and access easements, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Development, whether the plat is currently recorded or recorded later.

Article IV, Section 7, is added to the Code of Bylaws and reads as follows:

Section 7. Special Appointments. The Board of Directors has the authority to appoint any other officers, assistant officers, or committees that the Board believes are necessary or advisable. These officers or assistant officers will hold their positions at the discretion of the Board and will have the power to perform the duties assigned to them by the Board. However, no officer, assistant officer or committee member has the authority to vote on Board actions unless he is a member of the Association's Board of Directors.

Article V is amended to read as follows:

ARTICLE V

Books and Records and Assessments

Section 1. Books and Records, in General. Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection will be available for inspection by any member or other properly designated party at the principal office of the Association or other designated location selected by the Board during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost up to one dollar (\$1.00) per page.

The Association will keep detailed books of account showing all expenditures and receipt of administration which will specify the Common Expenses incurred by or on behalf of the Association and the members. The accounts, books, records, financial statements, and other papers of the Association will be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the inspection date, and said inspection

is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot will be entitled upon written request to receive a financial statement for the immediately preceding fiscal year. The Association is entitled to reimbursement from the party requesting to inspect records any reasonable administrative or reproduction expenses incurred by the Association as a result of the records request.

The Association reserves the right to require any member to request inspection of the accounts, books, records, financial statements, and other papers of the Association according to the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., IC 32-25.5-3-3(g) through (m), and any amendments or changes to these laws. The Association reserves the right to deny an owner access to any records that are not required to be opened for inspection under Indiana law. The Association also reserves the right to charge owners requesting inspection of Association records reasonable copy and search charges and other charges as allowed or not prohibited by law.

Section 2. Assessments. Each Owner is obligated to pay to the Association annual and special assessments as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days are considered delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment may bear interest from the date of delinquency at a rate of twelve percent (12%) per annum until paid in full. In lieu of interest, the Association may impose reasonable late fees on all delinquencies. The Board will determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.) and to make any other provisions for late fees and/or interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, including fees charged to the Association by the Association's management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner must reimburse to the Association any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner's account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any assessment as above provided, administrative or management company charges for the handling of the collection account, and reasonable attorneys' fees, together with the court costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or other payment due to the Association will not be eligible to: a) vote on any Association matter, either in person or by proxy; b) be elected or serve on the Association's Board of Directors; or c) use any of the Common Area facilities, if any.

[End of Bylaw Amendments]

The undersigned hereby certifies that these Amendments to the Code of Bylaws of Cumberland Pointe Homeowners Association, Inc. was duly moved and passed at a regular or special meeting of the Board of Directors of the Association.

CUMBERLAND POINTE HOMEOWNERS ASSOCIATION, INC.

Lanzy Sumer

President

8/7/18

Date

Tanya Scheerle

Printed Name of Director

ATTEST:

J. A. Johnston

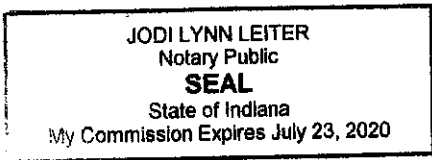
Secretary

8/7/2018

Date

Jacob A. Johnston

Printed Name of Director



STATE OF INDIANA)

COUNTY OF Hamilton

Before me a Notary Public in and for said County and State, personally appeared Tonya Scheerle and Jacob Johnston, the President and Secretary, respectively, of Cumberland Pointe Homeowners Association, Inc., who acknowledged execution of the foregoing Amendments to the Code of Bylaws of Cumberland Pointe Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 7 day of August, 2018.

[Signature]
Notary of Public – Signature

Hamilton
County of Residence

Jodi L. Leiter
Printed

7/23/2020
My Commission Expires

I hereby 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. –Scott A. Tanner

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227