

AMENDED AND RESTATED BY-LAWS
OF
CENTENNIAL COMMUNITY ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These Amended and Restated By-Laws ("By-Laws") are adopted to govern the administration of Centennial Community Association, Inc. ("Association"), a homeowners association created to govern the ownership, maintenance and administration of: (a) the Common Areas as designated in the recorded plat(s) of the Entire Development; and (b) to the extent hereinafter established by the Association, such portions of the Lots required to be maintained, repaired and replaced by the Association (collectively, the "Common Areas"), also governed by the Amended and Restated Master Declaration of Covenants, Conditions, & Restrictions for the Centennial Community recorded February 19, 2008 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 080001730 (the "Master Declaration"), as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Centennial Commons recorded November 1, 2006 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060013121 (the "Supplemental Declaration of the Commons"), and as further supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Centennial Villas recorded February 18, 2008 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 080001731 (the "Supplemental Declaration of the Villas") (each, a "Supplemental Declaration") (the Master Declaration and the Supplemental Declarations hereinafter individually, a "Declaration").

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association. In the event of any conflict between these By-Laws and any Declaration, the Declaration shall control; provided, however, in the event of any conflict between these By-Laws, any Declaration and/or Indiana Code §32-25.5-1 et. seq., the provisions of Indiana Code §32-25.5-1 et. seq. shall control.

Section 1.02. Individual Application. All of the Owners, future owners, mortgagees, tenants, future tenants, or their guests, invitees, and any other person who may use or occupy a Lot, a Dwelling or any Common Areas in the Entire Development, shall be subject to the terms and conditions of all documents affecting the Lots and the Common Areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

Section 1.03. Effect of Becoming an Owner. Each Owner of any Dwelling, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner, shall accept such deed and execute such contract subject to the provisions contained in these By-Laws. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Association with respect to these By-Laws, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenants and agrees and consents to and with Declarant and to and with the Owner and subsequent Owners of each of the Lots affected by these By-Laws to keep, observe, comply with the terms and conditions of the By-Laws.

Section 1.04. Development Sections. The Entire Development consists of four separate developments: (a) that portion of the land covered by the Master Declaration commonly known as Centennial Village; (b) that portion of the land covered by the Master Declaration commonly known as Centennial Commons; (c) that portion of the land covered by the Master Declaration commonly known as Centennial Villas; and (d) the remaining land covered by the Master Declaration and not included in any of the other three (3) developments listed in subsections (a)-(c) (each, a "Development").

Section 1.05. Definitions. Except as otherwise set forth in these By-Laws, all the definitions and terms as defined and used in the Master Declaration shall have the same meanings in these By-Laws and reference is specifically made to Section 1 of the Master Declaration containing definitions of terms. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender, as the case may be, and the singular shall, where applicable, include the plural.

"Annual Assessments" shall mean the combined Common Assessment and the Development Assessments.

"Annual Budget" shall mean the combined Common Budget and the Development Budgets as proposed by the Board pursuant to these By-Laws.

"Assessment" shall mean any Annual Assessments or Special Assessment.

"Dwelling" shall mean any building, structure or portion thereof situated on a Lot and designed and intended for use and occupancy by one (1) single family.

"Entire Development" shall mean the four (4) Developments described in Section 1.04.

"Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Dwelling or Lot, but shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Dwelling or Lot, but upon so acquiring title to any Dwelling or Lot a mortgagee or tenant shall be an Owner.

ARTICLE II

Meetings of Association

Section 2.01. Meetings. At least annually and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board, approving the Annual Budget, and for such other purposes as may be appropriate or required.

Section 2.02. Annual Meetings. The Annual Meeting of the Owners shall be held during the second half of each calendar year. The Board of Directors shall determine the exact date and time for the Annual Meeting and shall give written notice to Owners. At the Annual Meeting the Owners shall elect the Board in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A Special Meeting of the Owners may be called by the President, by request of two (2) Directors, or upon a written request of not less than fifteen percent (15%) of the Owners. Any notice of a Special Meeting shall be delivered to the Owners at least seven (7) days in advance. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Owners are present.

Section 2.04. Notice and Place of Meetings. Any meetings of the Owners may be held at any suitable place in the County where the Entire Development is located as may be designated by the Board. Written notice stating the date, time and place of any meeting, and in the case of a Special Meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner. The notice shall be mailed or delivered to each Owner at the address of each Owner as it appears upon the records of the Association and to any mortgagee who requests the same in writing at its address as appears on the records of the Association. Attendance at any meeting by an Owner or their authorized representative, in person or by proxy, shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one vote on each matter coming before the meeting.

(b) Multiple Owner. Where the Owner of a Dwelling or Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to cast the Vote allocable to that Dwelling or Lot. No vote shall be split.

(c) Voting by Corporation or Trust. Where a corporation or trust is an 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 a corporation who is duly empowered to vote shall cast any Votes to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, and such written designation shall be delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in these By-Laws, twenty percent (20%) of the Owners shall constitute a quorum at all meetings.

(f) Conduct of Annual Meeting. The President of the Association shall serve as Chairman of the Annual Meeting and in his absence the Vice President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be normally conducted in the following manner.

(1) Reading of Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association, and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

(3) Budget. The proposed Annual Budget for the current fiscal year shall be presented to the Owners by the Board. The Board shall also present the Annual Assessments for the current fiscal year that represents such amount as will raise the funds required to comply with the Annual Budget, including reserve requirements. The Owners shall approve the Annual Budget and Annual Assessments for the current fiscal year.

(4) Election of Board of Directors. Nominations for the Board may be made by any owner from those persons eligible to serve. Voting for the Board will be by paper ballot unless a majority of the Owners present waive voting by paper ballot and approve another form of voting. The ballot shall contain the name of each person nominated to serve as a Director. Each Owner may cast one vote for as many nominees as are to be elected. No Owner may cast more than one vote for any nominee. Those persons receiving the highest number of votes shall be elected as Directors.

(5) Other Business. Other business may be brought before the meeting only if accepted and ruled in order by the Chairman of the Meeting, or which is pursuant to written request submitted to the Secretary of the Association at least three (3) days prior to the date of the meeting.

(6) Adjournment.

ARTICLE III

Board of Directors

Section 3.01. Number and Eligibility. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" and individually called "Director"). The Board shall be composed of four (4) persons. No person shall be eligible to serve as a Director unless he is an Owner. Also, any Owner who is thirty (30) days or more in arrears in his Annual or Special Assessments, will not be eligible to serve or to continue to serve as a Director.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or an officer or trustee, shall be eligible to serve on the Board. No Owner may be represented on the Board by more than one person at a time.

Section 3.03. Term of Office and Vacancy. The Board shall be elected at each annual meeting of the Association. At the first annual meeting of the Board in August of 2017, all Directors will be elected to a term of three (3) years. At each annual meeting, any vacancies in the Board shall be filled by electing a Director to serve for the remainder of the term of the Director who did not serve for his whole term of office. Any vacancy or vacancies occurring in the Board of Directors shall be filled until the next annual meeting of the Owners by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.04 of this Article III.

Section 3.04. Removal of Director. A Director or Directors may be removed with or without cause by vote of the Owners at a meeting duly called and constituted. In such case, a successor Director shall be elected at the same meeting from eligible Owners. A Director so elected shall serve until the next Annual Meeting of the Owners or until his successor is fully elected and qualified.

Section 3.05. Duties of the Board of Directors. The Board shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the facilities of the Common Areas, and the collection and disbursement of the expenses for: (a) the Common Areas and (b) the expenses for the maintenance, repair, upkeep and replacement for the portions of each Development for which the Association is responsible (collectively, the "Common Expenses"). These duties may include, but are not limited to:

- (a) management, maintenance, repair and replacements of the Common Areas;
- (b) procuring of utilities used in connection with the Common Areas, removal of garbage and waste, and snow removal from the Common Areas and, if the Board of Directors deems prudent, from public streets in the Entire Development;

- (c) landscaping, painting, decorating, and furnishing of the Common Areas;
- (d) maintaining Common Area sidewalks;
- (e) assessment and collection from the Owners of their pro rata share of the Annual Assessments;
- (f) preparation of the Annual Budget which shall include the Common Budget and the Development Budgets;
- (g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner as soon as possible after the end of each fiscal year;
- (h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Entire Development, specifying and itemizing the Common Expenses. All records and vouchers shall be available for examination by an Owner upon reasonable notice during normal business hours;
- (i) to procure fire and extended coverage insurance covering any improvements on or to the Common Areas to the full replacement value thereof and to procure public liability and property damage insurance and Workmen's Compensation Insurance, if necessary, for the benefit of the Owners and the Association; and
- (j) assessment and collection of Special Assessments from any and all of the Owners.

Section 3.06. Powers of the Board of Directors. The Board shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to propose the Annual Budget;
- (c) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board;
- (d) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of the Association;
- (e) to include the costs of all of the above and foregoing as a Common Expense;
- (f) to open and maintain one or more bank accounts in the name of the Association;

(g) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and for approving the payment of vouchers, invoices and the like;

(h) to adopt, revise, amend and alter from time to time reasonable Rules and Regulations with respect to the use, occupancy, operation, and enjoyment of the Common Areas;

(i) to grant easements and other rights over the Common Areas;

(j) to impose non-discriminatory fines upon any Owner or Owners if they, or any members of their family, guests or invitees, shall violate any rules or regulations adopted by the Association, such fine shall be collectible by the Association in the same manner as payment of the Annual Assessments are collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest, to the same extent as a late payment of the Annual Assessments;

(k) to do such other acts and things as are in the best interest of a majority of Owners and which are not contrary to law.

Section 3.07. Limitation on Board Action. The Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Annual Assessments payable by the affected Owners in the amount of more than twenty-five dollars (\$25.00) per fiscal year for each affected Owner unless:

(a) the board holds at least two (2) Special Meetings of the affected Owners concerning the contract; and

(b) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners.

The Board shall give notice of the Special Meetings in accordance with Section 2.03.

Section 3.08. Compensation. No Director shall receive any compensation for his services unless a majority of the Owners shall approve paying such compensation. Each Director shall be reimbursed for his reasonable costs and expenses incurred for the benefit of the Association.

Section 3.09. Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or mailed by the United States Mail at least three (3) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to each of the Directors. The notice of the meeting shall contain a statement of the purpose or purposes for which the

meeting is called. Any regular or special meeting shall be held at such place and at such time as shall be designated in the notice.

Section 3.10. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, or if those not present shall waive notice of the meeting or shall consent to the actions taken at the meeting, notice shall not be required and any business may be transacted at such meeting.

Section 3.11. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.12. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall if reasonably available carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the Common Expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association.

Section 3.13. Additional Indemnity of Directors and Officers. The Association may indemnify any person, his heirs, assigns and personal representatives, made a part to any action, suit or proceeding by reason of the fact that he is or was a Director or an Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereon, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and

notwithstanding the adjudication in any action, suit or proceeding against a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board.

Section 3.14. Books and Records. The Board shall itself, or through the Managing Agent, make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Declaration, these By-Laws, any rules and regulations concerning the Entire Development, and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of the Directors, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from the Owners as the President may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. A Vice President shall be elected by the Directors, and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President, the Vice President shall preside at all meetings of the Owners and of the Board. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be delegated to him by the Board or by the President.

Section 4.05. The Secretary. The Secretary need not be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meeting, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. The Treasurer shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer need not be an Owner.

Section 4.07. Additional Officers. The Board may, from time to time, designate and elect additional officers, including but not limited to additional Vice Presidents, an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as are set forth herein for such office. The Assistant Secretary and Assistant Treasurer shall have such powers and duties as the officer whom they are elected to assist shall delegate to them, and such other powers and duties as these By-Laws or the Board may prescribe.

Section 4.08. Delegation to Managing Agent. The duties of the Secretary and/or the Treasurer may be delegated to a Managing Agent if one is then serving.

ARTICLE V

Accounting, Budgets and Assessments

Section 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year and prior to the date of the next Annual Meeting, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer or guarantor of a first mortgage who shall so request in writing. At

the Board's election, a certified public accountant, a firm of certified public accountants or the Managing Agent may prepare the financial statement.

Section 5.02. Proposed Annual Budget. Annually, before the date of the Annual Meeting of the Association, the Board shall cause to be prepared a proposed Annual Budget for the current fiscal year estimating the total amount of the Common Expenses for such fiscal year. The Annual Budget shall include an annual budget for the Common Expenses that are common to each Development (the "Common Budget") and separate annual budgets for the Common Expenses that are exclusive to each Development (each, a "Development Budget"). The Board shall furnish a copy of such proposed Annual Budget to each Owner prior to or at the Annual Meeting for review and comment, prior to adoption by the Board, and if so adopted, shall be the basis for the Annual Assessments for the current fiscal year; provided, however, that the Common Assessment shall be based upon the Common Budget and the Development Assessment for each Development shall be based upon Development Budget for such Development. The Annual Budget and the Annual Assessments shall, in addition, include the establishment of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for the usual and ordinary repair expenses of the Common Areas. A replacement reserve may also be established for each Development and so included in such Development's Development Budget and Development Assessment. At the Annual Meeting of the Owners, the Annual Budget may be approved in whole or in part or may be amended in whole or in part, by the Board.

Section 5.03. Annual Assessments and Special Assessments. Common Expenses shall be assessed to the Owners, either as Annual Assessments or as a Special Assessment, equally with respect to each Dwelling or Lot in a Development which is subject to assessment, all as set forth below:

(a) The Common Assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. The amount of the aggregate Common Assessments shall be equal to the total amount of expenses provided for in the Common Budget, including reserve items.

(b) A Development Assessment for each Development shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association with respect to such Development, including reserves. The amount of the aggregate Development Assessments for each Development shall be equal to the total amount of expenses provided for in the Development Budget of such Development, including reserve items.

(c) Special Assessments for the Entire Development may be made for any Common Expenses of an unusual and/or extraordinary nature, including capital expenditures, and any unanticipated items. Special Assessments for each Development may be made for any Common Expenses of an unusual and/or

extraordinary nature, including capital expenditures, and any unanticipated items for such Development. Special Assessments may be made against each Dwelling or Lot by the Board and shall be assessed against each Dwelling or Lot in the Entire Development in equal shares; provided, however, that any Special Assessment made for a Development shall only be assessed against each Dwelling or Lot in such Development in equal shares. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessments.

(d) All Assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall be a continuing lien on the Dwelling or Lot upon which each such assessment is made as each installment thereof becomes payable. Each such Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Dwelling or Lot at the time the Assessment was payable.

(e) If the Annual Assessments against each Dwelling or Lot are less than five hundred dollars (\$500.00), then such Annual Assessments shall be due on the first day of the fiscal year. If the Annual Assessments against each Dwelling or Lot are more than five hundred dollars (\$500.00), then such Annual Assessments shall be paid in advance in equal quarterly installments commencing on the first day of the fiscal year and quarterly thereafter.

(f) The Common Assessment and the Development Assessments shall be combined into one assessment for each lot. The Common Budget and the Development Budget shall be combined into one budget.

Section 5.04. Fiscal Year. The fiscal year of the Association shall commence on January 1 and end on December 31 of each calendar year, but the Board may change the fiscal year.

Section 5.05. Limitation on Assessments. The Common Assessment shall not be increased by more than fifteen percent (15%) above the previous year's assessment unless such larger increase is approved by a vote of more than two-thirds (2/3) of the Owners who vote in person or by proxy at a meeting duly held after the Owners have been notified that such meeting would consider the Annual Budget for the following year and that an increase of more than fifteen percent (15%) above the previous year's Common Assessment may be necessary.

The Development Assessment for each Development shall not be increased by more than fifteen percent (15%) above the previous year's Development Assessment for such Development unless such larger increase is approved by a vote of more than two-thirds (2/3) of the Owners of such Development who vote in person or by proxy at a meeting duly held after the Owners have been notified that such meeting would consider the Annual Budget for the following year and that an increase of more than fifteen percent (15%) above the previous year's Development Assessment may be necessary.

Section 5.06. Vote for Special Assessments. No Special Assessment for any Development shall be adopted unless voted for by sixty-seven percent (67%) of the Owners of such Development who are voting in person or by proxy at a meeting called for this purpose. However, Special Assessments required to pay for the costs or repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient shall not be subject to any vote by the Owners.

Section 5.07. Notice of Meetings for Assessments. Written notice of any meeting other than the Annual Meeting which is called for the purpose of reviewing the Annual Budget and the Annual Assessments or a Special Assessment, shall be given or sent to all Owners and such notice shall state that the Annual Budget and the Annual Assessments and/or a Special Assessment will be considered at such meeting.

Section 5.08. Commencement of Assessments. The Annual Assessments provided for herein shall be set for each fiscal year of the Association. If the Annual Assessments have not been set by the first day of the fiscal year, then the payments due on the Annual Assessments shall be based upon a tentative Annual Budget set by the Board of Directors, and if none is set then the Annual Assessment and Sub-Assessment shall be based on the prior year's Annual Assessments until the Annual Budget and the Annual Assessments for such fiscal year is approved. At the time of the first conveyance of a Dwelling or Lot, the purchaser shall pay a prorated assessment for the balance of the fiscal year in which the Dwelling or Lot is conveyed. The seller of each Dwelling or Lot shall be responsible to notify the Association of his sale of the Dwelling or Lot and to give to the Association the purchaser's name and address for mailing purposes and satisfactory evidence of his ownership.

Section 5.09. Delinquent Assessment. The following policies shall govern the payment and collection of Assessments:

- (a) All Assessments are due on the first day of each calendar quarter.
- (b) Any Assessment payment not received by the Treasurer's office or the Managing Agent by the 15th day of the month in which it is due shall be delinquent.
- (c) At the time an Assessment becomes delinquent, a late charge of \$40.00 will be added to the Owner's account (the "Account"). A notice of delinquency shall be mailed to the Owner (the "Notice"), which Notice shall include the amount of the delinquency, the late charge and the total amount remaining unpaid.
- (d) Interest at the rate of 1.25% per month (15% APR) will be charged to any Account that remains delinquent on the last day of any calendar month.
- (e) Interest will be calculated on the total Account balance (including Assessments, late fees, interest, fines, legal costs, and any other amounts which have been properly added to the Account) as of the first day of the calendar quarter less any payment received during such quarter. Charges posted to the Account after the first day of the quarter will not be subject to interest during the quarter in which the charges are posted.

(f) A minimum charge in the amount of \$0.50 will be assessed to any Account in which an interest charge of less than \$0.50 would otherwise be imposed.

(g) If any Account remains delinquent for a period of fifteen (15) days after the Notice is mailed to the Owner, then the Account shall be turned over to the Association's counsel who shall send such Owner a notice of non-payment and intent to file a lien.

(h) If any Account remains delinquent for more than fifteen (15) days after notice from the Association's counsel, then the Association's counsel shall be authorized to record a lien on the Owner's Lot or Dwelling and to pursue such other legal action to collect the amount due.

(i) If any Account remains delinquent for more than one hundred five (105) days after the due date, then the Association shall institute foreclosure proceedings.

(j) Each delinquent Owner shall be responsible for paying any legal fees incurred by the Association for collection of such Owner's delinquent Account.

(k) Upon the Association's engagement of counsel for collection of any delinquent Account, the Owner's right to vote, to serve on the Board or to serve on any committee established by the Board shall be suspended until delinquent Account has been paid in full, unless relief is granted by a special resolution of the Board.

Subject 5.10. Lien of Assessments. All sums assessed by the Association, but unpaid, including installments of the Annual Assessments and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorneys' fees and the costs of collection thereof, shall constitute a lien on an Owner's Dwelling or Lot prior to all other liens, except only:

- (a) tax liens on the lot in favor of any assessing unit or special district; and
- (b) all sums unpaid on a first mortgage of record.

The sale or transfer of any Dwelling or Lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the Dwelling or Lot Owner for such Assessments. No such sale or transfer shall relieve the Dwelling or Lot Owner from liability for any Assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the Dwelling or Lot.

Section 5.11. Liability of Grantee. In a voluntary conveyance of a Dwelling or Lot other than a deed in lieu of foreclosure, the grantee of the Dwelling or Lot shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter up to the time of the grant or conveyance, without

prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Upon the request of any Owner, purchaser or mortgagee, the Secretary or other authorized officer of the Association or the Managing Agent shall provide within seven (7) days after the request, a statement of the amount of current and delinquent Assessments by the Association, including fines and charges, against a particular Dwelling or Lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Owner to confirm that the person requesting the statement is a mortgagee or purchaser of or from the Owner. Once having been furnished with such a statement, such person (other than the delinquent Owner) shall not be liable for, nor shall the Dwelling or Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums and attorneys' fees, if applicable.

Section 5.12. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Assessments without foreclosing or waiving the lien securing the same, or it may bring a joint action to recover money damages and to foreclose its lien on the Dwelling or Lot.

Section 5.13. Violations and Fines. If any resident or Owner continues to violate any of the Declaration, Articles of Incorporations, Rules and Regulations or the By-Laws of the Community, Commons, or Villas; and said violations continue for more than five (5) days after receiving written notice of such violation, then the Board may levy a fine against said Owner at the rate of fifty dollars (\$50.00) per day for each day that violation continues. Collection of all fines will be handled in the same manner as the collection of Assessments, including filing a lien and/or claim in a court of proper jurisdiction. All costs of collection will be assessed against such Owner.

ARTICLE VI

Community Development Committee

Section 6.01. Creation. The Board shall serve as the Centennial Community Development Committee.

Section 6.02. Liability of Committee. Neither the Centennial Community Development Committee, the Association, nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

ARTICLE VII

Rules and Regulations

Section 7.01. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable and non-discriminating Rules and Regulations regarding the operation of the Common Areas and to provide reasonable restrictions on the use of the several Dwellings and Lots, as the Board may deem necessary from time to time. The Board shall cause copies of such Rules and Regulations to be delivered or mailed promptly to all Owners.

ARTICLE VIII

Amendment to By-Laws

Section 8.01. These By-Laws may be amended by a vote of not less than sixty-seven (67%) of the Owners voting in person or by proxy at a duly constituted meeting called for such purpose, or at an Annual Meeting.

ARTICLE IX

Notices

Section 9.01. Notice of Mortgagee. Any Owner who places a first mortgage lien upon his Dwelling or Lot may notify the Secretary of the Association or the Managing Agent and provide the name and address of the mortgagee, or the mortgagee may do so, with a statement as to whether notices are to be sent to the mortgagee. A record of such mortgagee and its name and address shall be maintained by the Secretary or the Managing Agent and any notice required to be given to the mortgagee pursuant to the terms of the Master Declaration or these By-Laws shall be deemed effectively given if mailed to such mortgagee at the address shown in such record at the time provided, or as to which the Association is later notified in writing. Unless notification of any such mortgage and the name and address of mortgagee are furnished to the Secretary or the Managing Agent, either by the Owner or the mortgagee, no notice to the mortgagee as may otherwise be required by the Master Declaration or these By-Laws shall be required.

Section 9.02. Notice to Owners. Each Owner shall have the duty to notify the Association of his address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any Owner, to any other address or to any Owner for whom the Association has no address.

Adopted this 10th day of December, 2018.

Centennial Community Association, Inc.,
an Indiana not-for-profit corporation

By: [Signature]
President

By: [Signature]
Secretary

State of Indiana)
County of HARRISBURG) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Thomas Rudolph and Dennis Whitson, President and Secretary respectively of Centennial Community Association, Inc., who acknowledged the execution of the forgoing Code of By-Laws for the Centennial Community, and who certified that such By-Laws have been duly adopted at the August 26, 2017, Annual Meeting of the Centennial Community Association, Inc.

Witness my hand and Notary Seal this 10th day of December, 2018.



[Signature]
Lindsay Huffman, Notary Public

My Commission Expires: 6-10-23
County of Residence: Harrodsburg

This page was prepared by Dennis L Whitson, 4924 W. Harrisburg Ct., New Palestine, IN 46163