

**AMENDED AND RESTATED CODE OF BY-LAWS OF
ANDERSON HALL HOMEOWNERS' ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

COMES NOW the Anderson Hall Homeowners' Association, Inc. (hereinafter "Association"), by its Board of Directors, and states as follows:

WITNESSETH THAT:

The residential community in Fishers, Hamilton County, Indiana commonly known as Anderson Hall was established upon the recording of certain Plats with the Hamilton County Recorder; and

The Plats for Anderson Hall were originally subject to a certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Anderson Hall (formerly known as Sunny Meadows)", which was filed on April 23, 2007, with the Hamilton County Recorder as Instrument No. 2007022347, as superseded and replaced by the "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Anderson Hall" which was filed on ____, 2025, with the Hamilton County Recorder as Instrument No. ____ (the "Declaration"); and

The Association was incorporated pursuant to the Declaration as a nonprofit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on June 14, 2007; and

The Association's Board of Directors (while under the developer's control) originally adopted a Code of By-Laws for the Association and the homeowners within Anderson Hall; and

On April 23, 2024, the President and Secretary of the Association signed amendments to the Code of By-Laws after the same were approved by the members of the Association; and

The By-Laws in Article IX state that the By-Laws may be amended by a majority of the vote of the Owners; and

The Board of Directors desires to amend the By-Laws of the Association and to restate them for the convenience of the Owners.

WHEREFORE, the following Amended and Restated Code of By-Laws for the Association is hereby approved and adopted by the Board of Directors of the Association, after being approved by the members of the Association and are effective as of the date set forth below. The following By-Laws shall supersede and replace all former By-Laws of the Association.

**AMENDED AND RESTATED CODE OF BY-LAWS OF
ANDERSON HALL HOMEOWNERS ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

ARTICLE 1

NAME

Section 1.1. Name. The name of this corporation is Anderson Hall Homeowners' Association, Inc. (hereinafter referred to as "**Association**").

ARTICLE 2

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Anderson Hall community and the administration and conduct of the affairs of the Association.

Section 2.2. Individual Application. Each of the Owners within Anderson Hall shall automatically and mandatorily be Members of the Association and be entitled to all the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Lots covenant and agree to be bound by the conditions, restrictions, and obligations contained in the **Declaration**, together with all amendments or supplements thereto, the Articles of Incorporation, the rules and regulations of the Association and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Homeowners Association Act currently found at Indiana Code 32-25.5-1-1, *et seq.* (the "**HOA Act**") (but only to the extent that the provisions of the HOA Act are applicable to the Association since it was created prior to the enactment of the HOA Act), and the mandatory provisions of the Indiana Nonprofit Corporation Act currently found at Indiana Code 23-17-1-1, *et seq.* (the "**Nonprofit Act**"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Articles of Incorporation and these By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Articles of Incorporation and these By-Laws, and reference is specifically made to the Declaration for definitions for terms, unless otherwise indicated herein.

Section 2.3. Membership. The members of the Association shall be the Owners, and the terms "Member" and "Owner" as used herein or in the Declaration shall be interchangeable.

ARTICLE 3

MEETINGS OF THE ASSOCIATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, reviewing and approving the annual budget (if necessary pursuant to the Declaration), and for such other purposes as may be required by the Declaration, these By-Laws, the Articles of Incorporation, the HOA Act, or the Nonprofit Act.

Section 3.2. Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of October or November each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may:

- (1) set the date, time, and place for the special meeting; and
- (2) send out the notice for the special meeting to the other Members.

Section 3.4. Notice and Place of Meetings. All meetings of the Members of the Association shall be held within Anderson Hall or at any suitable place in Hamilton County, Indiana, as may be designated by the Board of Directors. 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 emailed by the Secretary of the Association or the Association's Managing Agent to each Member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a sufficient notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. In order to save expenses such as postage, paper, envelopes, and labor, as well as to provide a more expedited and efficient method of notifying the Members of upcoming meetings and other matters, all notices shall be emailed to the Members at their last known email addresses. If an annual or special meeting of Members is adjourned to a different date, time or place, notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Act before adjournment.

Section 3.5. Voting.

(a) Number of Votes. Each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Nonprofit Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be Members of the Association, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(c) Voting by Corporation, Trust or Other Legal Entities. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust. Similar procedures shall be in effect for any other form of legal entity that is not a natural person, such as a limited liability company, limited liability partnership, etc.

(d) Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Delivery of a proxy can be by hand delivery, first-class mail, fax or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed. To be valid, a proxy must contain:

1. The name and address of the Owner who is giving the proxy;
2. The name of the person being appointed as proxy;
3. The date on which the proxy is given;
4. The date of the meeting for which the proxy is given;
5. The signature of the Owner who is giving the proxy; and

6. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken.

(e) Quorum. Except where otherwise provided in the Declaration, these By-Laws, the Articles, the HOA Act or the Nonprofit Act, the presence of Owners or their duly authorized proxies who own at least sixty (60) of the two hundred ninety-nine (299) Lots in Anderson Hall (which is about twenty percent (20%)) (including Owners who participate as described below in Section 3.5(g) such as attending via videoconference or participating by electronic voting) shall constitute a **Quorum** at a meeting of the Members called for the purpose of voting on the election of Directors.

Except where otherwise provided in the Declaration, these By-Laws, the Articles, the HOA Act or the Nonprofit Act, the presence of Owners or their duly authorized proxies who own at least one hundred five (105) of the two hundred ninety-nine (299) Lots in Anderson Hall (which is about thirty-five percent (35%)) (including Owners who participate as described below in Section 3.5(g) such as attending via videoconference or participating by electronic voting) shall constitute a quorum at a meeting of the Members called for the purpose of either (1) voting on a contract for which membership approval is required under Section 4.14 below or (2) voting on whether to approve a proposed annual budget if it would result in the annual Regular Assessment being more than five percent (5%) over the prior year's Regular Assessment.

Except where otherwise provided in the Declaration, these By-Laws, the Articles, the HOA Act or the Nonprofit Act, for all other matters requiring a vote of the membership, the presence of Owners or their duly authorized proxies who own at least one hundred fifty (150) of the two hundred ninety-nine (299) Lots (including Owners who participate as described below in Section 3.5(g) such as attending via videoconference or participating by electronic voting) shall constitute a quorum.

The Owners at any meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. If a quorum is not present, the meeting may be adjourned to a date not more than sixty (60) days later without notice other than announcement at the meeting even though less than a quorum is present.

(f) Suspension of Voting Rights. To be considered in "**Good Standing**", an Owner cannot be more than sixty (60) days delinquent in any payment due to the Association and must be in compliance with the provisions of the Declaration as well as the Association's By-Laws and the Rules and Regulations adopted by the Board. If an Owner is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

(g) Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Declaration or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Owners to participate in Association actions. Membership meetings may be conducted by any means through which all participating members can simultaneously hear each other during the meeting, including, but not limited to, videoconference (i.e., Zoom, Teams, Go-to-Meeting). An Owner participating in a meeting by this means is considered to be present in person at the meeting. In the event that the Board elects to hold a membership meeting remotely, the Board shall have discretion to provide for such procedures and to set the terms of use, including, but not limited to, establishing guidelines and procedures governing voting and submission of ballots.

Furthermore, the Board of Directors shall have the power to authorize voting by the Owners through a secure, internet-based online voting system (“electronic voting”). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

Section 3.6. Conduct of Annual Meeting. The Chair of the annual meeting shall be the President of the Association. Business will be conducted in the following order:

(a) Call to Order & Establishment of a Quorum.

(b) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meetings of the Members held subsequent thereto, unless such reading is waived by a majority of the votes cast.

(c) Reports of Officers.

(d) Reports of Committees.

(e) Treasurer’s Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the Common Expenses and financial report for the year-to-date.

(f) Budget. The proposed budget for the following year shall be presented to the Members for approval or amendment, if necessary, as more fully described in the Declaration.

(g) Election of Board of Directors. Nominations for the Board of Directors may be made by a Member who is eligible to serve. Only self-nominations will be accepted.

Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. If less than three (3) written nominations are received prior to the date of the Annual Meeting, then oral nominations will be accepted from the floor prior to voting on Director positions. Voting for the Board of Directors will be by ballot. However, balloting may be waived by a majority of the votes cast and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions. The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(h) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the votes cast.

(i) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting. Upon proper Motion and approval of a majority of the votes cast, all annual and special meetings may be adjourned to a later date pursuant to the Nonprofit Act.

Section 3.7. Conduct of Special Meeting. The President of the Association shall act as Chair of any special meetings of the Association. The Chair shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Action by Written Ballots. In lieu of any annual or special meeting of the Owners, written ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act, either by mail, email, or an online voting platform. To be valid, the Association must deliver or email a written ballot to every Owner entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

Section 3.9. Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Owners by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

- (A) Notices of Annual or Special Meetings
- (B) Proxies and Ballots
- (C) Annual Budgets
- (D) Nominees for the Board of Directors for an upcoming election
- (E) List of current members of the Board of Directors
- (F) Recorded copy of the Declaration and all amendments thereto
- (G) These By-Laws and the Articles of Incorporation and all amendments thereto
- (H) Architectural or Design Guidelines, if any
- (I) Architectural Control Request for Change form
- (J) Rules and Regulations adopted by the Board of Directors
- (K) Name of, and contact information for, the Association's property management company, if any
- (L) Invoices, statements or coupon booklets for payment of Assessments
- (M) Voting through a secure website or equivalent
- (N) Payment of Assessments through a secure website or equivalent

For items listed above that the Association could email, the Owner must waive the right to receive the same by regular mail and agree to receive the same by email in the manner described in Section 3.4 above.

Section 3.10. Failure to Reach Quorum. As is set forth in the HOA Act and Nonprofit Act, the failure to achieve a quorum at a meeting does not exempt any Owner from, or create an affirmative defense for, any Owner with respect to: (1) the Owner's obligations under the Declaration, the Articles of Incorporation or these By-Laws, or (2) the Owner's obligations to otherwise abide by the provisions of the Declaration, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Directors then in office shall continue to serve as Directors until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Board of Directors.

(a) The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). In no event shall the number of Directors be less than three (3) nor more than nine (9), nor shall the total number of Directors be an even number (e.g., 4, 6, or 8).

(b) No person may be a Director unless he or she is the Owner of a Lot and in "good standing." To be in good standing, an Owner must be no more than sixty (60) days delinquent on any assessments or other charges owed to the Association and must be in compliance with all restrictions set forth in the Declaration, By-Laws, and the Rules and Regulations of the Association. A Director must also maintain his or her primary residence within Anderson Hall. Finally, to be eligible to be elected to the Board of Directors, an Owner must agree to receive all notices either by in-person delivery or by email.

(c) Except as provided in Section 4.1(d) below, Directors shall be elected by the membership at the annual meeting. In the event that the membership elects an even number of Directors, the candidate receiving the fewest number of votes shall be deemed not to have been elected. In the event that the membership elects a number of Directors in excess of the maximum allowable number, any and all candidates not receiving one of the nine (9) highest number of votes shall be deemed not to have been elected. During the implementation of the provisions of this paragraph, in the event one or more candidates receive the same number of votes, the candidate who has been an owner of a Lot for the longer period of time shall be deemed to have been elected.

(d) In the event that: (1) the membership elects a Board that fails to achieve the minimum number of three (3) Directors, or (2) there is a vacancy on the Board for any reason other than the expiration of the Director's full term as Director, the elected and/or remaining Directors shall appoint, by majority vote, a replacement Director to serve until the next annual or special meeting of the membership, provided that such person meets the eligibility requirements of Section 4.1(b) above.

Section 4.2. 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 a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time. Also, to be eligible to be elected to the Board of Directors and to continue to serve on the Board, the Owner must express his or her agreement and willingness to comply with any filing or reporting requirements under federal or state law, including but not limited to those under the federal Corporate Transparency Act.

Section 4.3. Term of Office and Vacancy. All members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a one (1) year term commencing at the immediate conclusion of the annual meeting. Any vacancy occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled through a vote of a majority of the remaining Directors. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. A Director may serve any number of consecutive terms.

Section 4.4. Removal of Directors. One or more Directors may be removed by the Owners with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. One or more Directors may be removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) failing to attend three (3) or more consecutive Board meetings; (b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these By-

Laws; (c) acts of fraud, theft, deception, or criminal behavior; (d) breach or disclosure of confidential Board information or discussions to a person not on the Board; (e) failure or refusal to comply with any filing or reporting requirements under federal or state law, including but not limited to those under the federal Corporate Transparency Act, or (f) any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole. Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Maintenance, repair and replacement of the private sanitary sewer lift station located within Anderson Hall;
- (b) Performance of the duties and responsibilities of the Association under the Declaration;
- (c) Landscape maintenance of the Landscape Easements;
- (d) Assessment and collection from the Owners of each Owner's share of the assessments;
- (e) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of annual meeting is mailed or delivered;
- (f) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas, specifying and itemizing the assessments and expenditures; all records and vouchers shall be available for examination by an Owner according to the terms of Section 7.1 below; and
- (g) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for Anderson Hall.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

- (a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To enter into contracts on behalf of the Association, subject to the limitations and requirements contained within the HOA Act, to purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) To procure all such insurance covering the buildings and improvements on the Common Areas to the full insurable value thereof, to procure public liability and property damage insurance and worker's compensation insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, for the benefit of the Owners and the Association;

(d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas;

(f) To include the costs of all of the above and foregoing as Common Expenses of the Association and to pay all of such costs therefrom;

(g) To open and maintain a bank account or accounts in the name of the Association and to designate the signatories thereto;

(h) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the subdivision, including the Lots and the Common Areas, provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof. All such rules and regulations shall be binding and enforceable upon each and every Lot and Owner, including all occupants, guests and invitees of any Lot or Owner, in the subdivision. Enforcement of such rules, regulations, policies and guidelines shall be subject to the remedies set forth in the Declaration.

Section 4.7. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by the Owners of a majority of the total number of Lots. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.8. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No notice needs to be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director either personally or by email at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such a meeting shall give notice thereof to the Secretary, who shall either personally or by email and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Nonprofit Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of

communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.9. Open Board Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association. The Board may meet in private “executive sessions” to discuss owner delinquencies, contract negotiations (i.e., bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Owner participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Declaration and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Owners agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that an Owner is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Owner may be immediately removed from the meeting. In the event that the same Owner repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Owner may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The duration of such suspension shall be determined by the Board, factoring in the egregiousness of the Owner’s conduct and the potential threat to the health, safety and welfare of other Owners.

Section 4.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving 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 any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, unless the Nonprofit Act, the HOA Act, or these By-Laws provide otherwise, 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 4.12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a consent to such action is signed and/or emailed by all members of the Board and such written consent is filed with

the minutes of proceedings of the Board or committee. At the next Board meeting, the Board's action shall be ratified.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Nonprofit Act and the HOA Act.

Section 4.15. Limitation on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000.00), unless the prior approval of a majority of the Owners present or represented at a meeting is obtained, except in the following cases such approval shall not be needed:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(b) Proposed contracts and proposed expenditures expressly set forth in the approved annual budget. However, specific items within the budget need not be approved separately by the Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and

(c) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

The said Ten Thousand Dollars (\$10,000.00) maximum shall automatically be adjusted every year to reflect changes in the purchasing power of the dollar as determined by the Social Security's annual "Cost of Living Adjustment".

ARTICLE 5

OFFICERS

Section 5.1. 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. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the same person shall not perform the duties of the President and Secretary.

Section 5.2. Election of Officers. The Board shall annually elect the officers of the Association at the Board's first meeting following each election thereof. Each officer shall hold office for one (1) year or until his or her successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of the Owners of a majority of the total number of Lots, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. A Director removed from a particular office

shall continue to serve on the Board of Directors and may be reappointed to a different office or may serve on the Board without an officer designation.

Section 5.3. 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 at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she 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 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Owners or 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 proceedings of such meetings, shall authenticate the Association's records, 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 5.6. The Treasurer. The Board shall elect from among the Owners or Directors 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 Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into the possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE 6

INDEMNIFICATION

Section 6.1. Indemnification of Directors and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Act.

ARTICLE 7

RECORDS OF THE ASSOCIATION

Section 7.1. In General. Current copies of the Declaration, the Articles, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Anderson Hall neighborhood or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. However, pursuant to the HOA Act, the Association is not required to make available for inspection to a member any records that were created more than two (2) years before the request (or for such different timeframe set forth in the HOA Act as it may be amended in the future). Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

The Association reserves the right to deny any request by a member for inspection of the Association's roster of members, including mailing addresses of members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

ARTICLE 8

MISCELLANEOUS

Section 8.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2. Personal Interests. No Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 8.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association shall be signed by the President, unless otherwise directed by the Board of Directors. All checks and orders for the payment of money shall be signed by the Treasurer, unless otherwise directed by the Board of Directors.

Section 8.4. Committees. The Board of Directors shall appoint the committees provided for in the Declaration. In addition, the Board of Directors may appoint various other committees to carry out the purposes of the Association. Members of such committees may, but need not, be members of the Board of Directors. Committee members may be removed at any time and for any reason. The Board will determine the terms of the Committee members. In the absence of any specifically set term, a Committee member's term will be indefinite.

ARTICLE 9

GRIEVANCE RESOLUTION PROCEDURES

Section 9.1. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Anderson Hall neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

ARTICLE 10

AMENDMENT TO BY-LAWS

Section 10.1. Amendment. These By-Laws may be amended by a majority of the votes cast by the Members so long as the Owners of at least sixty (60) of the two hundred ninety-nine (299) Lots vote, except as prohibited by any provision of the Declaration, the Nonprofit Act, or the HOA Act, as the same may be amended from time to time.

This instrument prepared by:
P. Thomas Murray, Jr., Attorney at Law
Eads Murray & Pugh, P.C.
9515 E. 59th Street, Suite B
Indianapolis, IN 46216
Tele: (317) 536-2565
Tom@IndianaHOALaw.com

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07/08/2025 08:22 AM 38 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ANDERSON HALL

Cross Referenced Instrument Numbers:

2006073584
200673583
2007022347
2013071056
2014049712
2015063477
2016064568
2022048971

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ANDERSON HALL

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Anderson Hall was executed as of the date set forth hereafter.

WITNESS THAT the following facts are true:

The Anderson Hall subdivision located in Hamilton County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on December 12, 2006, as **Instrument No. 2006073584** with the Hamilton County Recorder, said Declaration being replaced by the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Anderson Hall (formerly known as Sunny Meadows)", which was filed on April 23, 2007, with the Hamilton County Recorder as **Instrument No. 2007022347**, with the same being subsequently amended five (5) times, said Amended and Restated Declaration together with all amendments thereto being hereafter referred to as the "**Original Declaration**"; and

Plats filed with the Hamilton County Recorder established residential Lots and Common Area comprising the Anderson Hall subdivision in accordance with the terms of the Original Declaration; and

Article XV of the Original Declaration states that its covenants, conditions and restrictions may be amended upon approval by the Owners of a majority of the Lots in Anderson Hall; and

No Mortgagees requested notice of such action; and

A Special Meeting of the Owners and the Anderson Hall Homeowners' Association, Inc. ("Association") was held on May 1, 2025; and

The purpose of said Special Meeting as stated in the notice for the meeting was for the Association's members to discuss the following Second Amended and Restated Declaration; and

After said Special Meeting, the Owners of of a majority of the total number of Lots voted in favor of approving this Second Amended and Restated Declaration pursuant to the terms below; and

The Owners of said Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Second Amended and Restated Declaration with the County Recorder's

Office, the Original Declaration shall no longer be in effect and shall be replaced by the following.

The Original Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the County Recorder. Those exhibits, however, are not exhibits to this Second Amended and Restated Declaration. Except as to any exhibits to the Original Declaration that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety and superseded by this Second Amended and Restated Declaration.

NOW, THEREFORE, the Owners of a majority of the total number of Lots in Anderson Hall hereby amend and restate the Original Declaration such that all of the platted dwellings, Lots and lands located within Anderson Hall as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said dwellings, Lots and lands in Anderson Hall. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said dwellings and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within Anderson Hall is hereby amended and restated as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

“**Association**” shall mean **Anderson Hall Homeowners’ Association, Inc.**, an Indiana nonprofit corporation which was incorporated when its Articles of Incorporation were filed with the Indiana Secretary of State on June 14, 2007. The Association was created for the efficient preservation of the values and amenities in the Anderson Hall community, and has been delegated and assigned the powers of owning, maintaining and administering the Common Areas, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance and repairs as hereinafter provided, and promoting the health, safety and welfare of the Lot Owners.

“**Board**” or “**Board of Directors**” shall mean the board of directors of the Association.

“**By-Laws**” shall mean the Code of By-Laws of the Association, as amended.

“Common Area” shall mean those portions shown upon any recorded subdivision plat of the Anderson Hall subdivision, or any part thereof which are not Lots, other than portions thereof (such as streets) which are dedicated to the public, including all improvements and structures constructed thereon.

“Common Area Uses” shall include recreational uses of the Common Areas including, without limitation jogging, walking, team sports, swimming, tennis, and basketball.

“Common Expenses” shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association. Common Expenses shall include, without limitation, the actual and estimated cost to the Association for the maintenance, management, operation, repair, improvement and replacement of Common Area, real estate taxes or personal property taxes assessed against the Common Area, as well as any other costs or expenses incurred by the Association for the benefit of the Common Area and the Owners.

“Exterior Home Improvements and Facilities” shall mean:

- (a) the foundations, roofs and exterior wall surfaces of the buildings;
- (b) the yards, gardens, patios, ponds, waterscapes, open spaces, landscaping, woodland areas, sidewalks, walkways, paths, driveways, parking areas, fences, and any permanent apparent easements granting use and enjoyment to the same;
- (c) all utilities serving the Homes, including gas, water, sewer, electricity;
- (d) exterior lighting fixtures and electrical service lighting the exterior of the buildings and certain of the other Common Areas unless separately metered to a particular Home;
- (e) pipes, ducts, electrical wiring and conduits, and public utilities lines or mains which serve more than one Home;
- (f) master television cable lines, master cable television antenna, or other telecommunication systems, with wiring and outlets which serve more than one Home;
- (g) all streets that are not dedicated; and
- (h) any portion of any Lot existing outside the living space of any Home, which shall include the drywall and any portion of the Home existing outside the drywall, including without limitation: sub floors; ceilings; chimney caps; caulking; flashing; interiors of all structural walls; exterior perimeter and other load bearing

walls; double walls and the air space existing inside any double walls; the attic or crawlspace of any Home.

“**HOA Act**” shall mean and refer to the Indiana Homeowners Association Act currently codified at Indiana Code 32-25.5-1-1, *et seq.*, as amended.

“**Home**” shall mean a residential housing unit designed or intended for use as living quarters for one family or housekeeping unit.

“**Lot**” shall mean and refer to any and each plot of land included in the Anderson Hall subdivision (with the exception of Common Area) designed and intended for use as a building site for a Home, and identified as a Lot on any recorded subdivision plat.

“**Member**” shall mean any Person or entity holding membership in the Association as provided in Article 3 hereof.

“**Mortgage**” shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

“**Mortgagee**” shall mean any Person or entity named as the mortgagee under any such Mortgage or any successors or assigns to the interest of such Person or entity under such Mortgage prior to acquisition of the fee simple title to the property encumbered by such Mortgage.

“**Nonprofit Act**” shall mean and refer to the Indiana Nonprofit Corporations Act currently codified at Indiana Code 23-17-1-1, *et seq.*, as amended.

“**Owner**” shall mean the record owner, whether one or more Persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“**Person**” whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, limited liability company, limited partnership, limited liability partnership, association, trust, governmental or municipal body or other legal entity, or any combination thereof.

“**Residential Unit**” shall mean any living unit on a Lot whether free standing or attached.

“**Utility Easements**” shall refer to any easement areas dedicated for the purpose of providing sewer, water, gas, telephone services or electric services provided to the residences within Anderson Hall, together with any facilities related to such services.

“**Utility Services**” shall mean and refer to any of the services using the Utility Easements.

Section 1.2. Other terms and words defined elsewhere in this Declaration shall have the meanings ascribed to them in such provision.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Declaration. All portions of the Anderson Hall subdivision, including the Lots and Common Areas, shall be held, transferred, sold, conveyed and occupied subject to, any other liens and encumbrances which may exist, all the terms, covenants, conditions, restrictions and provisions of this Declaration. The Owner of any Lot by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the original developer of Anderson Hall or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of the Association with respect to or under this Declaration and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one Person, each of such Persons shall be a Member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no Person or entity other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 3.2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

Section 3.3. Voting. The Association has a single class of voting membership. Members shall be all Owners of Lots, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of Members upon which the Members are entitled to vote. When more than one Person holds title to any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote.

Section 3.4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of sixty (60) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 3.5. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 3.6. Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Owners by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website and/or via email or similar means, including but not limited to:

- (A) Notices of Annual or Special Meetings
- (B) Proxies and Ballots
- (C) Proposed and finalized Annual Budgets
- (D) Nominees for the Board of Directors for an upcoming election
- (E) List of current members of the Board
- (F) Recorded copy of this Declaration and all amendments thereto
- (G) The By-Laws and Articles of Incorporation and all amendments thereto
- (H) The Design Guidelines
- (I) Architectural Control Request for Change form
- (J) Rules and Regulations adopted by the Board
- (K) Name of the Association's property management company
- (L) Invoices, statements or coupon booklets for payment of Assessments
- (M) Voting through a secure website or equivalent
- (N) Payment of Assessments through a secure website or equivalent

In lieu of the above, any Owner can choose to receive documents by regular mail by notifying the Association in writing.

Section 3.7. Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the HOA Act or the Nonprofit Act as well as any manner that is not prohibited by the HOA Act or the Nonprofit Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Members to participate in Association actions. The Board shall have discretion to provide for such procedures and to set the terms of use.

Specifically, the Board shall have the power to authorize voting by the Members through a secure, internet-based online voting system ("electronic voting"). The Board can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Lot Owner notice, voting, signatures, consents and approvals. A verifiable

electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the Person to conduct business without the use of electronic or other similar means.

ARTICLE 4 **PROPERTY RIGHTS**

Section 4.1. General Provisions.

A. All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

B. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending January 1, 2028, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified at any time as herein permitted and provided in Article 14 below.

Section 4.2. Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area limited, however, to and for the Common Area Uses. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association's Board to pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of Persons using the same which rules shall not exclude or limit the activities allowed in the Common Areas as provided for herein;

B. The right of the Association's Board to suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid for sixty (60) days, and for any period over thirty (30) days for an infraction of its published rules and regulations or any provisions of this Declaration;

C. The right of the Association's Board to levy assessments as provided in this Declaration;

D. The Easements set forth in Article 15;

E. The rights of the Association's Board reserved under this Article 4 or elsewhere in this Declaration; and

F. The Association's Board may permit the installation of a fence, or suitable landscaping that would accomplish the same purpose as a fence, in a Common Area, even to the exclusion of other Owners, so long as the Common Area is designed only as a buffer to screen the Owner's property from a road, adjacent property owners, or any other undesirable trait. However, if the fence, or suitable landscaping that would accomplish the same purpose as a fence, prevents necessary maintenance of the Common Area, the Association and Owner must record a separate document which would permit the encroachment, and create a maintenance obligation that would run with the land.

Section 4.3. Association's Rights and Obligations

A. The Association shall have the obligation to manage, repair, maintain, improve and operate the Common Area and to perform all additional obligations described in this Declaration; provided, however, the Association shall be under no obligation and shall not manage, repair, maintain, improve and operate any facilities situated in the Common Area, or where the maintenance obligation is transferred to an Owner pursuant to Article 4, Section 4.2(F) above.

B. The Association shall not have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, or to grant permits, licenses, or easements over the Common Area except for granting the City of Fishers the street right-of-way (R/W) shown on the plats and plans and demarcated as being 50' across; provided, however, that any such dedication be fully consistent with Article 15, Section 15.2.B(iii). The Association may enter into agreements on behalf of the Members for the providing of services and utilities to the property and/or the Members including without limitation security monitoring services, intranet services, internet services, phone (local and long distance), cable television and other services as may be available within any governmental subdivision or public agency or utility from time to time.

C. The Anderson Hall subdivision shall be subject to easements of record on the date the various portions thereof became subject to this Declaration, and to any easements in the Common Area.

D. Anything herein apparently to the contrary notwithstanding, except as otherwise expressly herein provided, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified herein below. However, the Common Area may not be developed in any manner with housing or otherwise. The only improvements which may be erected on any Common Area may only be those facilities which benefit the use of the Common Area by the Owners or which are necessary for the operation of the utilities or a fence as provided above in Article 4, Section 4.2(F) above.

Section 4.4. Owner's Rights and Obligations.

A. Each Owner shall be responsible for the upkeep and maintenance of his or her Home and all other areas, features or parts of his or her Lot to the extent not otherwise maintained by the Association.

B. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, as determined in the sole discretion of the Board, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, trim, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any outstanding maintenance assessments in the manner described in Article 5 below. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder. The Association shall provide written notice to the Owner that he or she has failed to properly maintain his or her Lot and that the Association intends to do so at the Owner's expense at least ten (10) days prior to exercising any powers granted by this Section 4.4.B.

C. Each Owner shall be responsible for and shall perform the following items:

- (1) Maintenance, repair and replacement of the interior drywall, including ceilings.
- (2) Maintenance, repair and replacement of all doors in the Home, including the garage door, patio door and front door, pursuant to the design and material requirements hereunder.
- (3) Maintenance, repair and replacement of all sidewalks, walkways, patio surfaces and driveways located on their Lot pursuant to the design and material requirements hereunder.
- (4) Maintenance, repair and replacement of any and all windows of the Home pursuant to the design and material requirements hereunder.
- (5) Proper operation of the front yard light, front porch recessed lighting, and rear garage coach lights, including replacement of the light bulbs.

Section 4.5. Non-Dedication to Public Uses. Nothing contained in this Declaration or in any subdivision plat of any part of Anderson Hall shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Area being reserved to the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.

Section 4.6. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Home or any improvement to any Home encroaches upon any part of the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Home, then a perpetual easement appurtenant to such encroaching Home shall exist for the continuance of any such encroachment on the Common Area.

Section 4.7. Title to Common Area. The Common Areas are owned by the Association.

Section 4.8. Entrance Common Area and Landscaping.

A. Property Lines. Some of the landscaping material located by the community entrance from 141st street may encroach on adjacent property located at 10753 141st Street East, Fishers Indiana 46038 ("Adjacent Parcel"). All landscaping material included in the original entrance design, along with any replacement trees, shrubs or plants, whether encroaching or not on the Adjacent Parcel, shall be known as "Entrance Landscaping". Notwithstanding the location of the Entrance Landscaping, the deeds of record recorded with the Office of the Recorder of Hamilton County, Indiana reflect the actual property lines of the common area and the Adjacent Parcel. The Association waives any potential adverse possession claim to any part of the Adjacent Parcel when said claim arises from or relates to the Entrance Landscaping.

B. Maintenance and Removal. The Association shall be responsible for the maintenance of all Entrance Landscaping at its sole cost. Further, the Association will remove any Entrance Landscaping that encroaches on the Adjacent Parcel within 30 days following written notice from the Adjacent Parcel owner of record.

C. Hold-Harmless. The Association shall hold the Adjacent Parcel owner harmless for any damage caused to the Entrance Landscaping by the Adjacent Parcel owner, where such damage was caused during Adjacent Property owner's ordinary course maintenance of his own property.

ARTICLE 5 **ASSESSMENTS**

Section 5.1. Personal Obligations. Each Owner of a Lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of liability insurance for the Common Area and any other common property; snow removal, and trash removal (if provided by the Association); street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be

maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements and operating deficits, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, late charges, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in a lump sum in advance of such twelve month periods or if the Association's Board of Directors so allows, in twelve (12) equal monthly installments on the first day of each and every month or, if so determined by the Association, in such other periodic installments as may be specified by the Association. Each 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 such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the Office of the Recorder of Hamilton County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his or her Lot or Home.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Anderson Hall subdivision, to construct, manage, improve, maintain, repair and administer the Common Area and amenities, contracting for services for the benefit of the Owners, and for payment of any other costs and expenses incurred by the Association in connection with the performance of its duties, obligations and responsibilities hereunder. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area, amenities and any other property that must be replaced on a periodic basis. Such reserve fund shall be maintained out of the regular annual assessments.

Section 5.3. Annual Assessments. The annual assessments may be increased each year not more than five percent (5%) above the annual assessments for the previous year without a vote of the membership. The annual assessments may be increased by more than five percent (5%) above the assessments for the previous year by a vote of two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy, at a meeting called for this purpose at which a regular quorum is represented as set forth in the By-Laws. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby.

Section 5.4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, operating deficits or the cost of any construction, reconstruction, repair, replacement, or maintenance of the Common Area, amenities or other such property/improvements for which the Association is responsible, provided that any such assessment shall have the assent of not less than two thirds (2/3) of the

votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose at which a regular quorum is represented as set forth in the By-Laws.

Section 5.5. Re-Sale Assessment. A Re-Sale Assessment in the amount of One Hundred Dollars (\$100.00) shall be payable to the Association by a transferee upon the conveyance of the fee simple legal title to a Lot by an Owner to a new Owner. The Board is authorized to unilaterally change the amount of the Re-Sale Assessment without the necessity of amending this provision. Unless such Re-Sale Assessment is paid to the Association as part of the closing of a conveyance of a Lot, such Re-Sale Assessment will be billed to the new Owner of the Lot immediately following the conveyance/closing and, upon payment, shall be placed in the replacement reserve fund and used by the Board as they so determine. For purposes of this provision, the term “conveyance” shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance, with or without valuable consideration. The following conveyances shall be exempt from payment of the Re-Sale Assessment: (a) between and among co-owners of the same Lot being transferred; (b) to the Owner’s estate, surviving spouse or other heirs, resulting from the death of an Owner; (c) to a trustee or the Owner’s current spouse, solely for bona fide estate planning or tax reasons; (d) to a mortgagee or the Association pursuant to a Final Judgment of Foreclosure or Deed in Lieu of Foreclosure; and (e) to the current Owners who choose to refinance their mortgage. Provided, however, that upon a transfer that occurs following the exempt transfers described in (a) through (e) above, the Re-Sale Assessment shall be due and payable. If a Re-Sale Assessment is not paid when due, it shall be treated as a delinquent Regular Assessment and the Association shall have the right to collect it by whatever means necessary.

Section 5.6. Notice and Quorum. Written or electronic notice of any meeting of Members called for the purpose of taking any action authorized under Article 5, Sections 5.3 or 5.4 above, shall be sent to all Members not less than fifteen (15) days or more than sixty (60) days in advance of the meeting. The regular quorum as set forth in the By-Laws shall be applicable. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual assessments shall be collected in a lump sum or, if the Association so chooses, on a monthly basis (or other periodic basis, if and as determined by the Board) and special assessments shall be collected as the Board determines.

Section 5.8. Commencement of Annual Assessments. By November 1st of each year, the Board shall fix the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments, it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 5.9. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association or the Association's managing agent setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 5.10. Non-Payment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eighteen percent (18%) per annum and/or late charges in amounts as determined by the Board, and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association may bring an action at law or in equity against the Person personally obligated to pay the same, including interest, late charges, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit.

Section 5.11. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the Person personally obligated to pay the same and a description of the Lot. Such a notice shall be signed by an officer of the Association and it or a notice of assessment lien thereof may be recorded in the Office of the Recorder of Hamilton County, Indiana. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the Person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Indiana. In any such foreclosure, the Person personally obligated to pay the lien shall be required to pay all costs of foreclosure including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Person personally obligated to pay the lien shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof. The Association shall, upon written request, report to any Mortgagee of a Lot any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such Mortgagee first shall have furnished to the Association written notice of the Mortgage under which it claims and its notice address.

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. In connection with any effort to collect or in any action to recover an assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the

Owner of the Lot, not only the delinquent assessments, but also all late charges imposed, all court costs, all costs of collection, interest, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association to a managing agent (if any) for administering, monitoring or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an assessment, or any installment of an assessment, and all costs, expenses, charges and attorney fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

Section 5.12. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgage") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in a First Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which were payable prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming payable or from the lien thereof or shall relieve the Person personally obligated to pay the same or from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments, the lien for which is extinguished by reason of this provision, may be reallocated and assessed to all Lots as a common expense.

Section 5.13. Certificates. The Association shall, at any time and for a reasonable fee of up to and including \$250.00, furnish a certificate in writing signed by an officer or managing agent of the Association stating that the Assessments on a specific Lot have been paid or that certain Assessments or other charges against said Lot have not been paid, as the case may be. The fee of \$250.00 may be increased by the Board of Directors up to an amount allowed by law.

ARTICLE 6

ARCHITECTURAL CONTROLS

Section 6.1. The Architectural Review Committee. An Architectural Review Committee ("Architectural Review Committee") consisting of three (3) or more Persons shall be appointed by the Board of Directors. The Persons appointed by the Board to the Architectural Review Committee shall consist of Owners of Lots and may be, but need not be, members of the Board. The exception to this is that the Chair of the Architectural Review Committee must be a Board member. The Board may at any time remove any member of the Architectural Review Committee upon a majority vote by the members of the Board. At the Board's discretion, members of the Board may serve on the Architectural Review Committee.

Section 6.2. Purpose. The Architectural Review Committee shall regulate the external design, appearance, use, location, and maintenance of the Anderson Hall subdivision and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements, and the natural vegetation and topography.

Section 6.3. Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the original developer of Anderson Hall to an Owner shall be made or done without the prior approval of the Architectural Review Committee of a Lot development plan therefore. Prior to the commencement by any Owner of (i) construction, erection or alteration of any Home, building, fence, wall, swimming pool, tennis court, patio or other structure or improvement on a Lot, or (ii) any plantings on a Lot, a Lot development plan with respect thereto shall be submitted to the Architectural Review Committee, and no building, fence, wall, Home or other structure or improvement shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person without the prior written approval of the Architectural Review Committee of a Lot development plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the community, and no Owner shall undertake any construction activity within Anderson Hall unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot development plan approved by the Architectural Review Committee. As used in this Section 6.3, "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

Section 6.4. Procedures. In the event the Architectural Review Committee fails to approve, modify or disapprove in writing a Lot development plan within sixty (60) days after notice of such plan has been duly filed with the Architectural Review Committee in accordance with procedures established by the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Committee (including a denial resulting from the failure of the Architectural Review Committee to act on the plan within the specified period) may be appealed to the Board of Directors, which may reverse or modify such decision (including approval of a Lot development plan deemed denied by the failure of the Architectural Review Committee to act on such plan within the specified period) by a two thirds vote of the Directors then serving.

Section 6.5. Guidelines and Standards. The Architectural Review Committee shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in Section 6.2 above to the extent that such design guidelines and standards are not in conflict with the specific provisions of the Declaration. Any such guidelines or standards may be appealed to

the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

Section 6.6. Application of Guidelines and Standards. The Architectural Review Committee shall apply the guidelines and standards established pursuant to Section 6.5 in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot development plan, the Architectural Review Committee shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Architectural Review Committee if resubmitted.

Section 6.7. Exercise of Discretion. It is intended and understood that the members of the Architectural Review Committee exercise discretion in the performance of their duties consistent with the provisions of Section 6.6, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceedings challenging a determination by the Architectural Review Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Committee is raised as defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Architectural Review Committee, could only conclude that such determination constituted an abuse of discretion.

ARTICLE 7

OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. The Common Area. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area, streets (except as otherwise provided for by virtue of the public dedication of the streets), amenities and all improvements (if any) thereon (including equipment related thereto), and shall keep the same in good order and repair. The Association shall maintain the fences installed by the original developer of Anderson Hall (except where installed pursuant to Article 4, Section 4.2.F) as well as the landscaping fronting, which shall include walls and signage installed by the original developer of Anderson Hall in either the Common Area or the Landscape Easement.

Section 7.2. Services. The Association may obtain and pay for the services of any Persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of Anderson Hall, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Anderson Hall subdivision, the enforcement of this Declaration, the By-Laws, or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Association may arrange with others to furnish trash collection and other common services to each Lot. Any agreement for professional

management must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

Section 7.3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Lot, provided that an Owner may delegate his right of enjoyment of such personal property (if any) to any resident of his or her Lot. A transfer of title to a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Lot.

Section 7.4. Hazard and Liability Insurance for Common Property. In accordance with the provisions of Article 11, the Association shall procure extended coverage insurance on the Common Area, reconstruction of such insurable Common Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article 5 above.

ARTICLE 8 **OWNERS' MAINTENANCE**

Section 8.1. Upkeep and Maintenance. Each Owner shall be responsible for the upkeep and maintenance of his or her Home and all other areas, features or parts of his or her Lot to the extent not otherwise maintained by the Association.

ARTICLE 9 **GENERAL RESTRICTIONS, OBLIGATIONS AND** **RIGHTS APPLICABLE TO PROPERTY**

Section 9.1. Home and Lot Restrictions; Home Occupations. No more than one Home shall be erected or maintained on each Lot. No Home shall be used for purposes other than as a single-family residence, except that a home occupation, which satisfies the following definition as well as all requirements of the applicable zoning ordinance, may be permitted: any use conducted entirely within the Home and participated in solely by a member of the immediate family residing in said Home, which use is clearly incidental and secondary to the use of the Home for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that will indicate from the exterior that the Home is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodity sold upon the premises; (c) no Person is employed other than a member of the immediate family residing in the Home; (d) such office or business generates no significant number of visits or unreasonable parking usage by clients, customers or other Persons related to the business; and (e)

no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted home occupation: licensed child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog grooming, or any other similar activities.

Section 9.2. Building Setback Lines and Easements. Building setback lines and easements are established on the plat. No building or structure shall be erected or maintained between said setback lines and the front, rear or side Lot line (as the case may be) of said Lot, unless permitted by applicable zoning ordinance and not prohibited elsewhere in this Declaration. No building or structures may be placed inside of easements.

Section 9.3. Garages. No garage shall be erected on any Lot which is not permanently attached to the Home, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any Lot which is not permanently attached to the Home.

Section 9.4. Outbuildings. No trailers, shacks, mini barns, play houses/forts, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except that used by a builder during the construction of a Home, which temporary construction structures shall be promptly removed upon completion of construction of the Home.

Section 9.5. Driveways. Each driveway on a Lot shall be of concrete or asphalt material.

Section 9.6. Swimming Pools. No above-ground swimming pools shall be permitted. No in-ground pool shall be installed without the prior approval of the Architectural Review Committee.

Section 9.7. Solar Power Systems. The following requirements and guidelines shall be applicable to the installation of residential solar power systems by Owners:

- A. All solar power system projects must be approved in writing by the Architectural Review Committee prior to commencement of any construction or installation activities on the Lot. The Owner must also obtain all necessary city/county permits to the extent such permits are required.
- B. Solar energy systems may only be installed in locations approved by the Architectural Review Committee. Unless otherwise approved by the Architectural Review Committee, the system may not be installed in a location other than the roof of the Home of the Owner installing the system.
- C. Subject to criteria set forth herein and applied by the Board and/or Architectural Review Committee, Owners may install roof-mounted solar panels or solar shingles. Surface or ground-mounted panels (i.e., mounted to the walls/siding or the ground) will not generally be approved.
- D. Roof-mounted panels and shingles will generally be approved only on the non-street-facing sides of the roofs. Proposals to install roof-mounted panels or shingles on the street-facing sides of roofs will only be considered if the Owner can prove to the Architectural Review Committee's satisfaction that the solar panels cannot function at

100% of their intended efficiency unless installed on the street-facing side of the roof.

- E. Roof-mounted solar panels must conform to existing roofing geometry, must be generally flush with the roof, must be bounded by the gutters and peak, and must be installed at the same angle and slope of the roof. Furthermore, the top edge of the panels may not extend above the roof peak. The panel distance above the existing roof surfaces must be minimized as much as is practically possible.
- F. All solar shingles must conform to existing roofing geometry, must be generally flush with the roof, and must be installed at the same angle and slope of the roof.
- G. Solar panel surfaces or solar shingles must contain a non-glare/matte finish on the surface.
- H. In no event may solar panels or solar shingles extend beyond the roof line.
- I. Any exposed electrical conduit must be colored (e.g. power coated) to be color-matched to the roof.
- J. Depending on the location of the Lot and the intended style and location of solar systems to be installed, the Architectural Review Committee may require additional screening to ensure minimal visibility from the streets and/or nearby Lots.
- K. The system must be installed by a contractor who is licensed to install solar energy systems and properly insured.
- L. The Architectural Review Committee may insist that certain types of warranties be obtained in conjunction with the project and may request proof of such warranties as a condition of approval.
- M. Solar energy systems will not be approved – and may be removed by the Association – in any of the following circumstances:
 - i. The system threatens public health or safety.
 - ii. The system violates a law or ordinance.
 - iii. The system is installed on property owned and/or maintained by the Association.
 - iv. The system is installed on any other property that is not owned or maintained by the Owner.
 - v. The system is installed in a manner that voids material warranties.
 - vi. The system substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a reasonable Person of ordinary

sensibilities.

- vii. The Owner installed the system prior to obtaining written approval from the Architectural Review Committee.
 - viii. The system is installed in such a way that it is distinctly visible from a public street or right-of-way (unless otherwise approved by the Architectural Review Committee).
- N. At its discretion, the Architectural Review Committee may, from time to time, apply other criteria for installation of solar energy systems based upon Lot location, harmony of design, visibility to other homes, suitability of materials and contractors, workmanship, and effect on property values. This means requests will be considered individually. What is approved for one Lot may not be approved for another if the Architectural Review Committee believes those considerations and circumstances are substantially different. In general, however, the same guidelines will apply to all Lots.
- O. No other alternative energy system, including, but not limited to, windmills, wind turbines, geothermal systems, and other alternative sources of energy may be installed on any Lot unless approved, in writing, by the Architectural Review Committee. Such alternative energy systems are subject to the same application process and procedures as set forth herein for solar energy systems. The Architectural Review Committee may, at its discretion, impose specific guidelines regarding the installation of alternative energy systems, including, but not limited to, regulations as to size, style, type, and location. Additionally, the Architectural Review Committee may, at its discretion, refuse to permit installation of such other alternative energy systems in Anderson Hall. In reaching its decision, the Architectural Review Committee may consider factors such as, but not limited to, Lot location, harmony of design, visibility to other homes, suitability of materials and contractors, workmanship, effect on property values, and any other aesthetic or subjective standards the Architectural Review Committee deems appropriate.
- P. Any solar energy system installed in violation of these guidelines and/or without written approval from the Architectural Review Committee may be removed by the Association. The Association may enforce these guidelines by any means available at law or in equity, and in the same manner as enforcement of the Declaration as set forth in Article 16 hereof.

Section 9.8. Access. All Lots shall be accessed from the interior streets of Anderson Hall.

Section 9.9. Fences, Yard Ornaments, & Exterior Painting. There shall be no fences, yard ornaments or exterior painting conducted without the prior approval of the Architectural Review Committee. No chain link or metal fences with the exception of wrought iron are allowed, except around the swimming pool, athletic facilities and other amenity areas. No outdoor pet enclosures of any kind except for "invisible fences" (underground, electronic or otherwise) shall be permitted without the prior approval of the Architectural Review Committee.

Section 9.10. Basketball Goals and Playground Equipment. There shall be no basketball goals or playground equipment installed without the prior approval of the Architectural Review Committee.

Section 9.11. Trash. No Lot shall be used or maintained as a dumping ground for trash. No trash or leaves shall be burned upon a Lot. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

Section 9.12. Tanks. No gas or oil storage tanks may be permanently used in connection with any Lot, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food.

Section 9.13. Obstruction. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or is situated to keep such portion thereof as may be situated upon his or her Lot continuously unobstructed and in good repair.

Section 9.14. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof which would increase the rate of insurance on the Anderson Hall property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Anderson Hall property and buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Homes, on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to or disturb the peace, comfort and serenity of any other Owner or any other Person at any time lawfully residing in Anderson Hall. Violation of any ordinance governing noise, building or Lot maintenance, or any other public nuisance shall be deemed to be a nuisance.

Section 9.15. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot, except that dogs, cats or other customary household pets in reasonable numbers may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided,

further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from Anderson Hall subject to these restrictions upon three days' written notice from the Board. There shall be no "tie outs", exterior dog runs, crates, houses or cages for pets of any kind allowed on the Lot. An Owner shall be fully liable for any injury or damage to Persons or property, including the Common Areas, caused by his or her pet. All dogs not confined by fences (or approved invisible pet containment) within the Lot, must be on leashes when walked. The Owner shall be responsible for the cleaning of any Common Area or within the Lot made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. The appropriate governmental authorities shall have an easement across the Anderson Hall subdivision to enforce local animal control laws and ordinances.

Section 9.16. Storage and Vehicle Parking.

A. Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, woodpiles, yard and garden tools and equipment, and trash and garbage containers, shall not be allowed unless approved by the Architectural Review Committee. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may not be kept outside.

B. Vehicle Parking.

1. In General. Except as otherwise provided in paragraph 2 of this subsection B, no boats, other watercraft, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger vehicles shall at any time be temporarily or permanently stored or parked on any Lot outside of a garage, or on any street or alleyway within Anderson Hall, or on any part of the Common Area. No junk or disabled vehicle or other vehicle on which current registration plates are not displayed shall be kept in Anderson Hall, except as may be completely enclosed within a garage.

2. Exception for Repairs or Maintenance of Passenger Vehicles. Solely for purposes of repairs or maintenance, normal passenger vehicles may temporarily be parked on a public street that adjoins the Owner's Lot for a period not to exceed 72 hours.

3. Parking in Alleyways Prohibited. To avoid obstacles to normal ingress and egress in the alleyways, especially that of emergency, fire, medical and police vehicles, all parking in the alleyways outside of a garage shall at all times be prohibited.

Section 9.17. Signs. Except for political signs, no signs of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve,

of street addresses and names of occupants) shall be displayed to the public view on any Lot, except that a "For Sale" sign may be displayed on a Lot which is being offered for sale provided that it is in such form, style and location as the Board may require. Political signs shall be permitted but only to the extent allowed by Indiana law currently found at Indiana Code 32-21-13, or as later amended or replaced.

Section 9.18. Satellite Dishes, Antennas and Receivers. No antenna, satellite dish, or other device for the transmission or reception of radio, television, or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any part of the Anderson Hall subdivision, including Lots, without the written approval of the Architectural Review Committee, which approval shall not be unreasonably withheld; provided, however, that any such device may be installed and maintained on any Lot without the necessity of such written approval if: (a) it is not visible from the neighboring Lots, streets or Common Area; or (b) the device is virtually indistinguishable from structures, devices, or improvements, such as heat pumps, air-conditioning units, barbecue grills, patio furniture, and garden equipment, which are not prohibited by these covenants or the rules and regulations of the Association, or (c) it is a satellite dish one (1) meter (approximately 39") or less in diameter and not affixed to the roof of a residence; or (d) if prohibition of the installation, use, and maintenance of such device is specifically preempted and superseded by applicable governmental authority.

Section 9.19. Rentals. See Article 18 below.

Section 9.20. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Anderson Hall property, including the Common Area, as the Board in its sole discretion deems appropriate or necessary which rules shall not limit the ability of the Members to use each and every Common Area.

Section 9.21. Occupancy or Residential Use of Partially Completed Home Prohibited. No Home shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the Home shall have been substantially completed in accordance with the approved building plan shall be made by the Architectural Review Committee and such decision shall be binding on all parties.

Section 9.22. Other Restrictions. The Anderson Hall subdivision shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting Anderson Hall, all of which are incorporated herein by reference.

Section 9.23. Upkeep and Maintenance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Home and Lot. Each Owner shall be responsible for the upkeep and maintenance of his or her Home and all other areas, features or parts of his or her Lot and any area between the sidewalk and any public street adjacent to the Owner's Lot to the extent not otherwise maintained by the Association.

Section 9.24. Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of this Declaration. The cost incurred to perform the maintenance shall be assessed against the Owner and collected accordingly. The Association or its agents, employees or contractors shall not be liable for any damage which may result from any maintenance work performed hereunder.

Section 9.25. Mailboxes. All mailboxes shall be of the same design. No mailboxes shall be installed or replaced without the prior approval of the Architectural Review Committee.

Section 9.26. Clotheslines. Outdoor clotheslines are prohibited.

Section 9.27. Drilling and Exploration. No oil drilling, oil development operations or refining, quarrying, or mining operation of any kind shall be permitted upon or within the Anderson Hall subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, nor shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE 10 **RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES**

Section 10.1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 10.2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot or Home and the address of such party (a holder of a First Mortgage on a Lot or Home who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Lot or Home who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot or Home on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of Incorporation by an Owner of a Lot or Home subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article; and

E. Any default in the performance by the Owner of any obligation under the Declaration or By- Laws which is not cured within sixty (60) days.

Section 10.3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his or her Lot or Home will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 10.4. Liability for Unpaid Assessments. Any First Mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage shall not be liable for the unpaid assessments of the Lot which were payable prior to the acquisition of title to or possession of such Lot by the First Mortgagee.

Section 10.5. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 10.6. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area or other common progeny, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 10.7. Designation of Representative. Any holder of a First Mortgage on a Lot or Home may designate a representative to attend meetings of Members, but no such representative shall have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Owner of the Lot involved.

Section 10.8. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other common property.

ARTICLE 11 **INSURANCE**

Section 11.1. Maintenance of Insurance. The Association shall maintain, to the extent reasonably available, the following insurance, all of which shall be issued by insurance carriers

meeting at least the minimum requirements of, and shall otherwise comply with the requirements of the agencies and entities mentioned or referred to herein, to-wit:

A. Master or blanket type of policy of fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage (if appropriate), debris removal, cost of demolition, malicious mischief, windstorm and water damage) insuring the Common Area (including all of the fixtures installed therein). Said policy shall afford, as a minimum, protection against the following:

- 1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement,
- 2) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

The name of the insured under such policies must be set forth therein substantially as follows:

*"ANDERSON HALL HOMEOWNERS ASSOCIATION, INC.
for the use and benefit of its individual Owners".*

The policies may also be issued in the name of an authorized representative of the Association, including any insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of the policy with respect to the Common Area equally with each other Lot. Policies must provide for the recognition of any insurance Trust Agreement.

If reasonably available, such policies shall include:

- (1) Agreed Amount Endorsement (or like endorsement);
- (2) Inflation Guard Endorsement;
- (3) Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the project is subject to a construction code provision which would become operative and require changes to undamaged portions of the improvements, thereby imposing significant costs in the event of partial destruction of the project by an insured peril.
- (4) Steam Boiler Coverage (if applicable) for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location; and

- (5) All such policies must provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Owner has other insurance covering the same loss.

B. Worker's Compensation, occupational disease and like insurance providing such coverage for Association employees, if any, or volunteers, including Members, performing unpaid services to or on behalf of the Association.

C. Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

- 1) covering events occurring anywhere on the Common Area (and public and private ways) or arising out of or in connection with the use, ownership or maintenance of the Common Area;
- 2) covering, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of Persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;
- 3) insuring each officer and member of the Board of Directors, the Association's managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and
- 4) in amounts generally required by private institutional investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of Persons and property damage arising out of a single occurrence).

D. Such other insurance as the Board of Directors may determine.

E. All such policies must provide that they may not be changed or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a First Mortgage which is listed as a scheduled holder of a First Mortgage in the insurance policy.

Section 11.2. Owners' Individual Policies. Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his or her Lot, his or her Home, and other personal property, and fixtures, furniture, furnishings, and other

personal property, and fixtures and other property supplied or installed by him or her or a previous Owner or tenant.

Section 11.3. Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any Trustee with whom the Association may enter into any insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Any insurance Trustee must be a corporation or association organized or authorized to do business under the laws of the State of Indiana, and authorized and permitted by its charter documents and by state law to conduct a trust business.

Section 11.4 Insurance Premiums. Insurance premiums for any blanket property insurance coverage, and the other insurance coverages purchased by the Association, shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

ARTICLE 12 **EMINENT DOMAIN**

Section 12.1. Representation. The Association shall represent the Owners in any condemnation proceedings and in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his, her or its Lot, each Owner appoints the Association as such Owner's agent and attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees as their interests may appear.

Section 12.2. Reconstructions. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association shall promptly cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the project is terminated by the election herein above required, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and mortgage holders thereof.

ARTICLE 13
GENERAL PROVISIONS

Section 13.1. Jurisdiction. Any Court of general Jurisdiction in Hamilton County, Indiana has jurisdiction over any issue arising from, or related to, this Declaration.

Section 13.2. Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.3. Notices. Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when (1) mailed, postage prepaid, or (2) when transmitted by any electronic means permitted by this Declaration or by the HOA Act or the Nonprofit Act, to the last known mailing address or email address of such Member appearing on the records of the Association at the time of such mailing.

Section 13.4. Headings; Interpretation. All headings in the Declaration are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Declaration. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. The introduction paragraph and recitals set forth above, if any, shall form a part of this Declaration. The term "including" or terms of similar import, shall mean "including, without limitation" of its equivalent whenever used herein, and shall not limit the generality of any description preceding such term. Reference to any agreement, document or instrument means such agreement, document or instrument, as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof. The term "or" is not exclusive. Terms such as "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Declaration as a whole, and not to any particular article, section, paragraph or provision.

Section 13.5. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

Section 13.6. Complete Agreement. This Declaration, together with all other agreements, documents, releases, schedules, exhibits and other writings incorporated into this Declaration shall constitute the complete and exclusive statement of agreement among the parties with respect to their subject matter.

Section 13.7. Obligation of Good Faith. The parties shall, in the performance of all obligations under this Declaration be obligated to act in good faith with one another in the performance of their duties hereunder; provided, however, that this provision shall not be construed to limit or lessen any higher duties which may exist between the parties by contract, operation of law or otherwise, to the extent any such higher duties may exist.

ARTICLE 14
AMENDMENT

This Declaration may be amended or changed, in whole or in part, at any time by a majority of the votes cast by the Members so long as the Owners of at least sixty (60) of the two hundred ninety-nine (299) Lots vote. All Owners must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to this Declaration may be obtained:

- (a) at a meeting of the Members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or
- (b) by written consents or approvals received from the Owners either by U.S. Mail, express delivery, hand delivery, email, fax, through an online voting platform, or by any other means; or
- (c) pursuant to any other procedure recognized under Indiana law, including those recognized under the HOA Act or the Nonprofit Act, including, but not limited to, written ballots; or
- (d) any combination of the above.

The President and Secretary of the Association shall execute the amendment, certifying that the Owners of at least sixty (60) Lots voted and that a majority of the votes cast were in favor of such amendment(s). Thereafter, the amendment(s) must be filed with the Office of the Recorder of Hamilton County, Indiana to be effective.

ARTICLE 15
PARTS OF THE PROPERTY

Section 15.1. Granting of Permits, Licenses and Easements. The Association is granted the authority to grant permits, licenses and easements over the Common Areas for roads, access and other purposes necessary for the proper operation of the Anderson Hall subdivision as provided herein.

Section 15.2. Reservation of Rights to the Use of the Property.

A. Plat Easement Areas. In addition to such other easements created in this Declaration or in a supplemental declaration, the Anderson Hall subdivision shall be subject to drainage easements, sanitary sewer easements, utility easements, and dedicated streets, either separately or in any combination thereof, granted in this Declaration or by private easements. The plat legends for the location of private easements and dedicated streets merely show the location of the areas for such private easements and dedicated streets on the plats for Anderson Hall. Such areas are reserved for the use of the Association, the Owners, private utilities, and public, quasi-public and governmental agencies, respectively, as follows:

(i) Drainage Easements. The Drainage Easements are hereby granted and created for the limited purposes of providing paths and courses for area and local storm drainage, either over land or in an adequate underground conduit, to serve the needs of the Anderson Hall subdivision and adjoining ground and/or public drainage systems, and it shall be the Association's responsibility to maintain the drainage across the Common Area. The areas of the Drainage Easements are marked, either separately or in combination, on the plat. Said areas are subject to construction or reconstruction solely to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage on the Anderson Hall subdivision by the Association; provided, however, such private easement shall not confer in any way any obligation to perform such construction or reconstruction upon the Association. Under no circumstances shall said private easement be blocked in any manner by the construction or reconstruction of any improvement. The Owner of any Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on the Lot free from obstructions so that the surface water drainage will be unimpeded. The Drainage Easement is created and reserved for the use of the Association and for access to and maintenance, repair, and replacement of such drainage system. Drainage swales, (ditches) located within Drainage Easements shall not be altered, dug out, filled in, tiled in or otherwise changed without the written consent of the Hamilton County Drainage Board or any other governmental authority having jurisdiction over drainage on the Property ("Drainage Board"). Owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Owners violating the Drainage Easement will be subject to action by the Drainage Board which may include the Drainage Board restoring such swale to the proper state which cost shall be the responsibility of the Owner. There is a part of the Anderson Hall subdivision on the plat marked "Common Area." The Common Area shall be used (i) for storm water retention drainage purpose; (ii) for the aesthetic and visual enjoyment of the Owners of Lots and (iii) for such purposes allowed herein.

(ii) Sewer Easement. The Sewer Easements are granted and created for the exclusive use of the sewer utility having jurisdiction over the sanitary waste disposal system of said town, city and/or county designated to serve the Anderson Hall subdivision for the sole purpose of installation and maintenance of sewers that are part of said system. The areas of the Sewer Easements are marked, either separately or in combination, on the plat. Each Owner of a Lot must connect with any public sanitary sewer available. No permanent structures shall be constructed within any such easement areas except as may have been approved by the original developer of Anderson Hall or thereafter by the Association's Board of Directors, its designees, successors or assigns.

(iii) Dedicated Streets. The dedicated rights-of-way (denoted "R/W" on the plats and plans as a "Drive", "Place", "Court" or "Street" with a "R/W", being demarcated as being 50' across (hereinafter referred to as the "Dedicated Streets") as shown on the plats and plans shall be subject to a limited dedication to the public for only roadway purposes by specific notation on the plat or by separate instrument. Without limiting the foregoing, no Utility Services shall be allowed to be installed in, over or under the Dedicated Streets

without the prior written consent of the Association's Board of Directors or its/their designees, successors or assigns which may be granted in their sole and complete discretion.

(iv) Utility Easements. Utility Easements shall be granted and created by separate private utility easements granted and conveyed to each private or public utility that were selected by the original developer of Anderson Hall. The areas of Utility Easements are marked, either separately or in combination, on the plat.

ARTICLE 16 **ENFORCEMENT**

Section 16.1. Enforcement. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Association, or any Person having any right, title or interest in a Lot, and all Persons or entities claiming under them, against the Person (including the Association) violating or threatening to violate any such covenants or restrictions. Enforcement of these covenants and restrictions may include an attempt to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and, failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any Persons violating the terms contained herein.

Section 16.2. Remedies. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Association shall not be liable for damages of any kind to any Person for failing to enforce the provisions of this Declaration.

ARTICLE 17 **PROPERTY EXCLUDED FROM COVENANTS**

Exclusion of Parcel A in Section 3A. Parcel A on the recorded plat for Anderson Hall Section 3A shall be excluded from these Covenants.

ARTICLE 18 **LEASING RESTRICTIONS**

Section 18.1. General Purposes of Leasing Restrictions. The Association's Members recognize that an Owner-occupant is both psychologically and financially invested in a Home to a greater extent than a renter, and thus Owner occupants maintain their property better than renters generally. The Association's Members wish to ensure that the residents within Anderson Hall share the same proprietary interest in and respect of the Homes, the Lots and the Common Areas. They also want to encourage residents to not only maintain property values, but also to

improve them and recognize that Owner occupants have more incentive to do so compared to non-Owner occupants. Thus, the provisions of this Article 18 shall be applicable.

Section 18.2. "Rent" and "Lease" Defined. For the purposes of this Article 18, "**rented**" or "**leased**" (or any variation thereof, singular or plural), as used interchangeably herein, shall mean leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of his or her household or temporary guest. However, the "**Waiting Period**" set forth herein will not apply to any situation where members of the Owner's family occupy a Home (Persons related by blood, marriage, adoption, foster care, or guardianship).

Section 18.3. Estate Planning, and Business Entity Ownership. Any Home owned by a trustee or by a fiduciary shall not be deemed to be a rental provided that the resident is the trustee, the fiduciary of an estate, or a beneficiary of the trust or estate. Any Home owned by a business or corporate entity (including, but not limited to, a corporation, LLC, partnership, etc.) shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the business entity as well as who is authorized to reside in the Home. The resident and the designated representative for voting purposes must be the same individual. If they are not the same, the Home will be deemed a rental under the terms of this Article 18.

Section 18.4. Three Year Waiting Period; Hardship Exceptions and Waiver. **For a period of at least three (3) years after an Owner's acquisition of a Lot and Home, said Owner cannot lease such Home (the "Waiting Period").** After such time, said Home will be eligible to be leased if all other conditions of this Article 18 are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. The Owner may request the Board of Directors to waive the Waiting Period and approve a proposed lease if the Owner establishes to the Board's satisfaction that the Waiting Period will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's hardship request, the Board of Directors shall permit the Owner to rent or lease said Home, subject to any further conditions or limitations imposed by the Board in the Board's discretion, so long as the Owner satisfies all other requirements of this Article 18. Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. An "**Undue Hardship**" is specifically defined as:

- A. temporary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Anderson Hall made necessary due to a change of employment of at least one (1) of such Owners, which must be documented by written confirmation from the Owner's employer;
- B. necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- C. death, dissolution or liquidation of an Owner;

D. a call into active duty of a branch of the U.S. armed forces.

If an Owner desires to request an exception based upon hardship circumstances other than those specifically defined above, the Owner must submit a written request describing, with reasonable particularity, the nature of the alleged hardship and the alleged need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

Section 18.5. General Lease Conditions.

- A. All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial or renewal term of less than one (1) year without the prior written approval of the Board of Directors.
- B. A copy of each executed lease by an Owner which identifies the tenant shall be provided to the Board of Directors or the Association's managing agent by the Owner within thirty (30) days after execution. However, the rental amount may be deleted as well as any personal identifying information such as social security numbers.
- C. No portion of any Home other than the entire Home shall be leased for any period.
- D. No subleasing shall be permitted.
- E. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors (collectively referred to as the "**Governing Documents**"), all as the same may be amended, to the same extent as if the tenant were an Owner and a Member of the Association;
- F. The Owner shall supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
- G. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Home. If such provision is not in the lease, it will be deemed to be in such lease.
- H. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Home, even if during the term of a lease.
- I. All Owners who do not reside in the Home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the Home.

- J. All occupancy must comply with local ordinances as amended from time to time.
- K. In no event shall an Owner be permitted to lease, rent, or otherwise operate his or her Home or Lot on a short-term rental basis for any term of less than one year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant such as Airbnb or VRBO.

Section 18.6. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 18.7. Violations. Any lease or attempted lease of a Home or Lot in violation of the provisions of this Article 18 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Article 18 to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 18.8. Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Home is not occupied by one of the Owners thereof, there shall be a presumption that the Home is being leased and subject to the provisions of this Article 18 and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Article 18, including but not limited to the delivery to the Board of directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Article 18 and this Section 18.8, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Home and Lot. If the Owner is selling his or her Lot via land contract, contract for deed, or similar agreement, the contract must be recorded with the Office of the Recorder of Hamilton County, Indiana to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of this Article 18.

Section 18.9. Effective Date of Waiting Period. Within thirty (30) days after the date on which this Article 18 was filed with the Office of the Recorder of Hamilton County, Indiana on October 6, 2022 (the "**Recording Date**"), the Board of Directors or the Association's managing agent provided written notice to all Owners setting forth the Recording Date. The three-year waiting period shall not apply to the Owner of any Lot in Anderson Hall which, as of the October 6, 2022 Recording Date, was rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mailed or otherwise delivered to the Association (at the address that

was shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Lot (or Lots) which was in effect as of the October 6, 2022 Recording Date. Those Owners will be referred to as "**Grandfathered Landlords**". Such lease copies were permitted to have the rental amount deleted and any personal identifying information such as social security numbers. The Grandfathered Landlords are not subject to the Waiting Period but are subject to the remaining provisions of this Article 18. However, when a Grandfathered Landlord sells, transfers or conveys such Lot(s) to another Owner after the October 6, 2022, Recording Date, such Lot(s) shall immediately become subject to the Waiting Period. The failure of any Grandfathered Landlord to deliver a copy of such pre-Recording Date lease within said sixty (60) day period resulted in the Grandfathered Landlord's Lot being subject to the Waiting Period (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Waiting Period apply to any lease executed prior to the October 6, 2022 Recording Date or to any renewals thereof provided for in any such leases, so long as the Lot continued to be occupied by one or more of the non-Owner occupants in possession of the Lot as of the Recording Date.

Section 18.10. Institutional Mortgagees. The provisions set forth in this Article 18 shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Article 18.

Section 18.11. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Home in Anderson Hall shall constitute a ratification of this Article 18 together with all other provisions of the Governing Documents, all as the same may be amended, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or a Home within Anderson Hall as though such provisions were recited and stipulated a length in each and every deed, conveyance, mortgage, or lease.

ARTICLE 19

ZACHARY'S LAW REGISTRANT OCCUPANCY RESTRICTION

A Person who is required to register as a sex or violent offender under Indiana Code 11-8-8, *et seq.*, or is deemed a sexually violent predator under Indiana Code 35-38-1-7.5, as it may be later amended or renamed from time to time, or any other similar sexual or violent offender registration requirement from another jurisdiction, and for whom the County Sheriff or other government entity must provide notification of the sex offender's residence (hereafter referred to as a "Zachary's Law Registrant"), is prohibited from residing in or occupying any Home or Lot in the Anderson Hall development or remaining in or on any of the Association property for any length of time. The classification of a sexual offender/child-victim offender/violent offender and determination of whether notice is required is made by a court of law pursuant to the Indiana Sex Offender Registration Act codified at Indiana Code 11-8-8, *et seq.*, as it may

be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. This residency prohibition does not impose a duty upon the Association to monitor the state or county registry maintained under Indiana law.

Upon approval and recordation of this covenant, the terms thereof shall run with the land in perpetuity and be binding upon all Owners and their heirs, successors, and assigns in interest. However, this provision shall not be applied retroactively to any Zachary's Law Registrant who resided in the Anderson Hall development prior to this covenant restriction being recorded in the Office of the Recorder of Hamilton County, Indiana on October 6, 2022.

The undersigned officers hereby represent and certify that all requirements for and conditions precedent for the effectiveness of this Second Amended and Restated Declaration of Covenants and Restrictions have been fulfilled and satisfied, including that the same was approved by the Owners of a majority of the total number of Lots in Anderson Hall.

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Date: July 3, 2025

Anderson Hall Homeowners' Association, Inc., by:

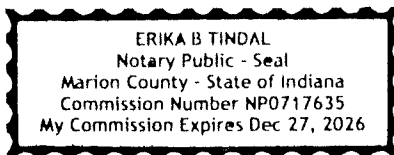
Erica Hensley
Erica Hensley, President

Attest:

Peggy Eggeson
Peggy Eggeson, Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a notary public, in and for said County and State, personally appeared Erica Hensley and Peggy Eggeson, the President and Secretary/Treasurer, respectively, of Anderson Hall Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 3 day of July, 2025.



Erika B. Tindal
Notary Public - Signature

Erika Tindal
Printed

My Commission Expires: 12/27/26

Residence County: Hamilton

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." /s/ P. Thomas Murray, Jr., Esq.

This instrument was prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.