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Schmitt Farms, Section One, Instrument #97-0159302  
Schmitt Farms, Section Two-A, Instrument #97-0159303  
Schmitt Farms, Section Two-B, Instrument #97-0159304  
Springs of Hamptons, Final Plat, Instrument #00-0092467  
Re-Plat of Lots 16, 17, 18, & 19 in Springs of Hamptons, Instrument #02-0205350  
Bylaws of Springs of Hamptons Homeowners Association, Instrument #2000-0092468  
First Amendment to Bylaws, Instrument #2009-0727122  
Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons, Instrument #201200015897  
First Amendment to the Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons, Instrument #202100060919

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**REVISED AND RESTATED BY-LAWS**  
  
**OF**  
  
**SPRINGS OF HAMPTONS HOMEOWNERS ASSOCIATION,**  
  
**INC.**

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**REVISED AND RESTATED BY-LAWS**  
**OF**  
**SPRINGS OF HAMPTONS HOMEOWNERS ASSOCIATION, INC**

**ARTICLE 1**  
**IDENTIFICATION AND APPLICABILITY**

**Section 1.01 Identification and Adoption**

These By-Laws are adopted to govern the administration of the Springs of Hamptons Homeowners Association, Inc. created to govern the use of common areas, and partly to govern the use of lots, in a residential subdivision located in the city of Indianapolis, Marion County, Indiana, known as Springs of Hamptons.

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association.

**Section 1.02 Individual Application**

All of the Lot Owners, future Owners, mortgagees, tenants, future tenants, or their guests and invitees, and any other person who may use or occupy a Lot or any common areas in the subdivision, shall be subject to the terms and conditions of all documents affecting such Lots and the common areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

**Section 1.03 Effect of Becoming an Owner**

The owner ("Owner") of any Lot in Springs of Hamptons, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to the provisions contained in these By-Laws. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Springs of Hamptons Homeowners Association with respect to these By-Laws, and also for themselves, their heirs, personal representatives, successors and assigns, such Owner covenants and agrees and consents to and with the Owner and subsequent Owners of each of the lots affected by these By-laws to keep, observe, comply with the terms and conditions of these By-Laws.

**ARTICLE II**  
**MEETING OF ASSOCIATION**

**Section 2.01 Meetings**

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

**Section 2.02 Annual Meetings**

The Annual Meeting of the Lot Owners shall be held on the first Monday on or after March 1st in each calendar year or as soon thereafter as is practical. The Board of Directors may change the date for the Annual Meeting, but it shall give written notice to Owners of any change in the date of the Annual Meeting. At the Annual Meeting the Lot Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

**Section 2.03 Special Meetings**

A Special Meeting of the Members may be called by the President, by resolution approved by a majority of the Board of Directors, or upon written petition signed and dated by not less than ten percent (10%) of the eligible members. The petition shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called. Such purposes, along with the date, time and

location of the special meeting shall be stated in the notice of the meeting which is delivered to the members, not less than ten (10) days prior to the date fixed for such meeting. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the members are present.

#### **Section 2.04 Notice and Place of Meetings**

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

Any meeting of the Corporation may be held at any suitable place, preferably Marion County, Indiana, as may be designated by the Board of Directors

#### **Section 2.05 Voting**

##### ***(a) Number of Votes***

To facilitate the orderly conduct of the meeting, each Lot Owner shall be a Class A member of the association, and shall be entitled to cast one (1) vote on each matter coming before the meeting

##### ***(b) Multiple Owner***

Where the Owner of a Lot constitutes more than one (1) person, or is a partnership, there shall be only one (1) voting representative entitled to cast the vote allocable to that Lot.

##### ***(c) Voting by Corporation or Trust***

Where a Corporation or Trust is a Lot Owner or is otherwise entitled to vote, the Trustee may cast the vote on behalf of the Trust and the agent or other representative of a Corporation who is duly empowered to vote shall cast any votes to which the corporation is entitled.

##### ***(d) Proxy***

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

##### ***(e) Quorum and Adjournments***

At any meeting of the membership, unless otherwise set forth in the Declaration of Covenants, the presence of Members, in person or by proxy, entitled to cast five percent (5%) of the total number of valid and eligible Owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any Owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws. If a Member has had his voting rights suspended pursuant to the Declaration, Articles or these Bylaws, that vote is not considered a valid or eligible vote toward calculating quorum requirements. After a Member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided in the Declaration, Articles or these Bylaws, each question or action shall be deemed passed if approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present. In the event a quorum is not present at any meeting called under authority of these Bylaws, that 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) Conduct of Annual Meeting***

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

**i) Reading of the Minutes**

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

**ii) Treasurers Report**

The Treasurer shall report to the Lot Owners concerning the financial condition of the Association, and answer relevant questions of the Lot Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

**iii) Budget**

The Board of Directors shall set the annual budget and the amount of the annual assessment for the fiscal year at an amount as will raise the funds required to comply with the annual budget, including proper reserve fund requirements. The annual budget for the fiscal year shall be presented to the members at the annual meeting.

**iv) Election of Board of Directors**

Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations may be made in writing and presented to the Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a deadline date for submitting written nominations prior to the annual meeting.

If an insufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be accepted from the floor prior to voting on any open Directorship position.

If a sufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual meeting has the sole discretion to either 1) stand on the submitted written nominations; or 2) accept additional oral nominations from the floor, prior to voting on any open Directorship position.

Voting on each position for the Board of Directors shall be by paper ballot containing the signature, printed name and address of the Owner casting said ballot. Written balloting may be waived by proper motion at the annual meeting and voting conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions open for election (i.e. 2 nominees for 2 open directorships)

Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for as many nominees as are to be elected; however, cumulative voting shall not be allowed. Those persons receiving the highest number of votes shall be elected.

In the event no quorum is present at an annual meeting of the Association, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating, written petition or oral nomination, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these Bylaws.

**v) Other Business**

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

**vi) Adjournment**

**(g) Suspension of Voting Rights.**

No Member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.

For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its authority as set forth in the Declaration, and "payment" shall mean payment of the full assessment amount due, which shall include any collection fees, interest, late fees, attorney fees and court costs that are due and owing to the Association pursuant to the Declaration, Articles or these Bylaws. Hence, if any Owner arranges payment of an assessment amount through a payment option offered by the Association, and that payment arrangement does not pay the entire assessment amount within thirty (30) days of the assessment becoming due, then that Owner's voting rights shall remain suspended as set forth under this provision until the entire assessment amount is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not cease any suspension under this provision until the funds from the payment are actually received by the Association.

**ARTICLE III  
BOARD OF DIRECTORS**

**Section 3.01 Number and Duties**

The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) persons.

A Director must be an Owner in the Springs of Hamptons subdivision, maintain their primary place of residence in the Springs of Hamptons community, and not have their membership rights in the Corporation suspended for any reason as set forth in the Declaration, Articles or these Bylaws.

**Section 3.02 Initial Board of Directors [Repealed on 3/4/2020]**

**Section 3.03 Additional Qualification**

Where an owner consists of more than one (1) person or is a partnership, corporation, trust, or other legal entity, then one (1) of the persons constituting the multiple Lot Owner, or an office or trustee, shall be eligible to serve on the Board of Directors. No Lot Owner may be represented on the Board of Directors by more than one (1) person at a time.

**Section 3.04 Term of Office and Vacancy**

The entire membership of the Board of Directors shall serve a one (1) year term of office and be elected at each Annual Meeting of the Association. All directors shall serve their full term until the next Annual Meeting of the Members and/or until their respective successors are properly elected and qualified. A Director may serve any number of consecutive terms.

Any vacancy occurring on the Board of Directors caused by a death, resignation or otherwise, except for removal of directors by the Members, shall be filled until the next annual meeting through a vote of a majority of the remaining members of the Board.

**Section 3.05 Removal of Director**

Any Director may be removed from the Board of Directors "for cause" by a majority vote of the Members of the Corporation entitled to vote at a meeting of the Members called expressly for that purpose.

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 meetings of the Board of Directors; b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or criminal behavior; d) breach or disclosure of confidential

Board information or discussions to person(s) not on the Board; or e) any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole.

The vacancy of a Director removed by the Members at a special meeting shall be filled until the next annual meeting by a majority vote of the Members in attendance at said special meeting.

### **Section 3.06 Duties of the Board of Directors**

The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep, and replacement of the Common Areas in Springs of Hamptons, including but not limited to entrances, Nature Park, and the collection and disbursement of the common expenses. These duties include, but are not limited to:

- (a) management, maintenance, repair and replacements of the sidewalks and common areas, including street lighting;
- (b) Procuring of utilities used in connection with common facilities, removal of garbage and waste, and snow removal from the common areas, and if the Board of Directors deems prudent from public streets in the subdivision;
- (c) Landscaping, painting, decorating, and furnishing of the common areas;
- (d) Assessment and collection from the Owners of their pro rata share of the common expenses;
- (e) Preparation of Annual Budget;
- (f) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each owner as soon as possible after the end of each fiscal year;
- (g) Keeping a current, accurate and detailed record of receipts and expenditures affecting the property, specifying and itemizing the common expenses. All records and vouchers shall be available for examination by an owner upon reasonable notice during normal business hours; and
- (h) To procure fire and extended coverage insurance covering any improvements on or to the common areas to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Lot Owners and the Association.

### **Section 3.07 Powers of the Board of Directors**

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

- (a) to employ a 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 purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with business and affairs of the Association;
- (d) to include the costs of all of the above and foregoing as a common expense;
- (e) To open and maintain one (1) or more bank accounts in the name of the Association;
- (f) To determine rules and procedures for hiring and firing of personnel necessary for maintenance, repair, and replacement of common areas and for approving the payment of vouchers, invoices, and the like;
- (g) to adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of all areas within the Springs of Hamptons subdivision, including the individual lots, streets (whether public or private), and the Common Areas, said rules and regulations being in addition to the rules and restrictions set forth in the Declaration, Plat Covenants, Articles and Bylaws as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners;
- (h) To grant easements and other rights over the common areas;
- (i) To impose non-discriminatory fines upon any Lot Owner or Lot Owners if they, or any member of their family, guests, or invitees, shall violate any rules or regulations adopted by the Association and such fine shall be collectible by the Association in the same manner as payment of the annual

assessment is collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest to the same extent as a late payment of the annual assessment; and  
(j) To do such other acts and things as are in the best interest of a majority of Lot Owners and which are not contrary to law.

### **Section 3.08 Limitation on Board Action**

The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00, or 15% of the Annual Budget, whichever is greater, without obtaining the prior approval of the Lot Owners at a meeting thereof, except in the following cases

- (a) Contracts for replacing or restoring portions of the common areas damaged or destroyed by fire or other casualty;
- (b) proposed contracts and proposed expenditures expressly set forth in the annual budget, which shall include, but not be limited to, compensation of a managing agent, ongoing contracts of all kinds, maintenance contracts, contracts for improvements, contracts for professional services, and contributions to reserve accounts.

Items within the budget need not be approved separately. The Board may also reallocate items in the budget, if the total budget will not be increased.

### **Section 3.09 Compensation**

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

### **Section 3.10 Meetings**

Regular meetings of the Board of Directors may be held at such time and place as shall be designated from time to time by the President of the Board. The President or Secretary shall give notice of the regular meetings of the Board to each director personally, by telephone or email, or by mail at least three (3) days prior to the date of such meeting, unless the Board has approved or designated a particular day and location as the regular meeting date and location of the Board (i.e. the 5th of each month or the second Monday of each month), in which case meetings held on this date and at the approved location shall not require any prior notice.

Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours' notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or email, or by mail at least three (3) days prior to the date of such meeting. The notice of the special meeting must contain a statement of the purpose for which the special meeting is being called.

Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. Evidence of the written or email approval shall be made a part of the corporate Board minutes or records.

### **Section 3.11 Waiver of Notice**

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

### **Section 3.12 Quorum**

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

### **Section 3.13 Non-Liability of Directors**

The Directors shall not be liable to the Lot Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors against any and all liabilities to any person, firm or corporation arising out



of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall, if reasonably available, carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the common expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Lot Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association.

#### **Section 3.14 Additional Indemnity of Directors and Officers**

The Association may indemnify any person, his heirs, assigns, and personal representatives, made a party to any action, suit or proceeding by reason of the fact the he is or was a Director or an Officer of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereon, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Lot Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any Officer or employee thereof, or any Accountant, Attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

#### **Section 3.15 Books and Records**

Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, financial documents and other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection shall be open for inspection by any member or other properly designated party upon written request submitted to the Board at least five (5) days in advance of the inspection date, 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. 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 requesting to inspect the accounts, books, records, financial statements, membership lists and other documents and papers of the Association to comply with the procedures and requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., and any amendments or modification subsequently adopted thereto, and reserves the right to deny any request for document inspection which the Association, in its sole discretion, determines: a) was not made in good faith or for a proper purpose; b) the member fails to describe with reasonable particularity the purpose and the records the member desires to inspect; or c) the records requested to be inspected by the member are not directly connected to the stated purpose for the request.

### **ARTICLE IV OFFICERS**

#### **Section 4.01 Officers of the Association**

The principle Officers of the Association shall be the President, Vice-President, Secretary, and Treasurer, all of whom shall be elected by the Board. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.



#### **Section 4.02 Election of Officers**

The Officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any Regular Meeting of the Board or at any Special Meeting of the Board called for such purpose.

#### **Section 4.03 The President**

The President shall be elected from among the Directors and shall be the Chief Executive Officer of the Association. He shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of President or Chief Executive Officer of an Association or a Stock Corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from the Lot Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

#### **Section 4.04 The Vice-President**

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

#### **Section 4.05 The Secretary**

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

#### **Section 4.06 The Treasurer**

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

#### **Section 4.07 Additional Officers**

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

#### **Section 4.08 Delegation to Management Agent**

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

### **ARTICLE V ACCOUNTING, BUDGETS, AND ASSESSMENTS**

#### **Section 5.01 Annual Accounting**

Annually, as soon as practicable after the close of each fiscal year, the Board shall cause to be prepared and furnished to each Lot Owner a financial statement prepared by an independent Public Accountant,

which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer, or guarantor of a first mortgage who shall so request in writing.

#### **Section 5.02 Budget**

Before the annual meeting each year, the Board of Directors shall prepare an annual budget for the ensuing fiscal year estimating the total amount of the common expenses for the fiscal year, including contributions to reserve funds. The Board shall give a copy of the annual budget to the members before or at the annual meeting.

#### **Section 5.03 Annual and Special Assessments**

Common expenses shall be assessed to the Lot Owners either as an Annual Assessment, or as a Special Assessment, equally with respect to each Lot which is subject to assessment, all as set forth below:

(a) An annual assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. The annual assessment shall be paid in an installment which shall be due and payable in advance on the 1st day of March. The amount of the aggregate annual assessments shall be equal to the total amount of expenses provided for in the Annual budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessments.

(c) The annual assessment and all special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a continuing lien on the lot upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time of the assessment was payable.

#### **Section 5.04 Fiscal Year**

The fiscal year of the Association shall commence on January 1 and end on December 31 but the Board of Directors may change such fiscal year if it deems it necessary or advisable. If the fiscal year is so changed, the annual assessment for the prior fiscal year shall continue to be assessed during any short fiscal year, unless the Board adopts an interim or modified budget and annual assessment for such period.

#### **Section 5.05 Limitation on Assessments [Repealed on 3/4/2020]**

#### **Section 5.06 Vote for Special Assessments**

No Special Assessment shall be adopted unless voted by sixty-six and two thirds percent (66 2/3%) of the votes of the Association at a meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Lot Owners.

#### **Section 5.07 Notice of Meeting for Assessments**

Written notice of any meeting other than the annual meeting which is called for the purpose of approving a special assessment shall be given or sent to all members, and such notice shall state that the special assessment will be considered at such meeting.

#### **Section 5.08 Commencement of Assessments**

The Annual Assessments provided for herein shall be made for each fiscal year of the Association, and shall be payable in semi-annual installments as provided above. The Annual Assessment shall be set for each fiscal year of the Association. If the Annual Assessment has not been set by the first day of the fiscal year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the Assessments shall be based on the prior year's Assessments until the Annual Budget and Annual Assessment for such fiscal year is approved. The first payment of the Annual Assessment payable after the Annual Budget is approved shall be adjusted to compensate for any prior payments which were too high or too low. If more than one (1) lot is conveyed or rented with a home, then each Lot, or part Lot, shall be subject to the Annual Assessment. A

part Lot shall be subject to a pro rata share of such Assessment. The Purchaser of each Lot shall be responsible to notify the Association of his acquisition of the Lot and to give to the Association his name and address for mailing purposes and satisfactory evidence of his ownership.

#### **Section 5.09 Delinquent Assessment**

Each Owner is obligated to pay to the Corporation annual and special assessments, as more specifically described in the Declaration. These assessments are both the personal obligation of the owner as well as a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month or the maximum lawful rate, whichever is less. In addition, the Association may impose reasonable late fees and other charges on all delinquencies in an amount(s) determined by the Board from time to time. The Board shall also determine the frequency of these late charges and interest (i.e. annually, quarterly, monthly, etc.) The Board may adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, the Owner shall be personally obligated to reimburse the Association these fees.

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

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

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or other payment due to the Association shall not be eligible to vote, either in person or by proxy, to be elected or serve on the Association's Board of Directors, or to use any of the Common Area facilities, if any, pursuant to the provisions set forth in the Declaration.

#### **Section 5.10 Lien of Assessments**

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

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

The sale or transfer of any Lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which become due prior to the sale of such sale or transfer, but shall not extinguish the personal liability of the Lot Owner for such assessments. No such sale or transfer shall relieve the Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of ninety percent (90%) of all the Lot Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the Lot at any foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

### **Section 5.11 Liability of Grantee**

In a voluntary conveyance of a Lot other than a deed in lieu of a foreclosure, the grantee of the Lot shall be jointly and severally liable to the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses or for special assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Upon the request of any Lot Owner, Purchaser, or Mortgagee, the Secretary or other authorized Officer of the Association or the Managing Agent shall provide within seven (7) days of the request, against a particular Lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Lot Owner to confirm that the person requesting the statement is a Mortgagee or Purchaser of or from the Lot Owner. Once having been furnished with such a statement, such person (other than the delinquent Lot Owner) shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

## **ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE**

### **Section 6.01 Creation**

There shall be, and hereby is, created and established an architectural control committee to perform the functions provided for herein. The Board of Directors, in part or as a whole, may choose to perform the functions of this committee, or they may elect a three-person committee of homeowners to serve in this capacity, as the Board of Directors so deems.

### **Section 6.02 Purposes and Powers of the Committee**

The committee shall regulate the external design, appearance location of residences, buildings, structures, fences, or other improvements placed on any Lot or in the common areas in such a manner as to preserve and enhance the value and desirability of the real estate for the benefit of each owner and to maintain a harmonious relationship among the structures and the natural vegetation and topography.

#### **(i) In General**

No residence, building, fence, wall, structure, or improvement of any type of kind shall be constructed or placed on any Lot or within the common area without the prior written approval of the committee. Such approval shall be obtained only after written application has been made to the committee by the owner of the Lot requesting authorization from the committee. Such written application shall be in the manner and form prescribed from time to time by the committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plan showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the composition of all exterior materials proposed to be used together with any other material or information which the committee may require. All plans and drawings submitted to the committee shall be drawn to a scale of 1" equals 10'; or 1/4" or 1/8" equals 1'; or to such other scale as the committee may require. When required by the committee, plot plans shall be prepared by either a Registered Land Surveyor, Engineer, or Architect. Plot plans submitted for the improvement location permit shall bear the stamp or signature of the committee acknowledging the approval thereof.

#### **(ii) Power of disapproval**

The committee may refuse to grant permission to construct, place, or make the requested improvement, when:

- (a) The plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this declaration or any subdivision plat of the real estate recorded in the Office of the Recorder in Marion County, Indiana;
- (b) The design of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, would, in the opinion of the committee, be contrary to the interests, welfare, or rights of any other Owner.

**(iii) Rules and Regulations**

The committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in these By-Laws and the subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with said documents.

**Section 6.03 Duties of Committee**

The committee shall approve or disapprove proposed repainting, construction, or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

**Section 6.04 Liability of Committee**

Neither the committee nor the Association nor any agent of either of the foregoing shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto.

**Section 6.05 Inspection**

The committee may inspect work being performed to assure compliance with this declaration and the materials submitted to it pursuant to this Article VI

**Section 6.06 Non-Application to Developer [Repealed on 3/4/2020]**

**ARTICLE VII  
AMENDMENT TO BY-LAWS**

**Section 7.01 In General**

The Board of Directors shall have the power, without the assent or vote of the members, to make, alter, amend or repeal a Code of Bylaws providing for the internal regulation and conduct of affairs of the corporation.

**ARTICLE VIII  
NOTICES**

**Section 8.01 Notice to Mortgagees**

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

**Section 8.02 Notice to Lot Owners**

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

**Section 8.03 Newsletters [Repealed on 3/4/2020]**

**ARTICLE IX  
DEFINITIONS**

**Section 9.01**

All terms used herein shall have the same meaning as defined in the covenants in the Subdivision Plat filed as Instrument No. 200092467 in the Office of the Recorder of Marion County, Indiana. A "Director" as used herein is any member of the Board of Directors, and the term "Board" refers to the Board of Directors. The term "Annual Budget" shall mean the Budget adopted, or in context proposed for adoption, pursuant to Article V of these By-Laws. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender as the case may be and the singular shall where applicable include the plural. The term "Member" means a Lot Owner in his capacity as a member of the Association, and sometimes the term Lot Owner is used to describe such person in his capacity as a member of the Association. The term "Developer" means Beatty at Hamptons, Inc. and its successors and assigns who succeed as the Developer of Springs of Hamptons or any part thereof but shall not include persons who merely build homes on any Lots. The term "Subdivision" means the Springs of Hamptons Subdivision.

Original By-Laws Dated: 6/12/2000

Board of Directors:

Michael K. Beatty

Linda C. Beatty

Roddy Holloway

First Amendment Dated 10/13/2009

Signees

Jason Kelly, President

Virginia Kelsch, Secretary

Scott A. Tanner, Attorney

Revised And Restated by the By-Laws Committee On 2/3/2020

Gary Redmon, HOA Vice President

Jon Elrod

Ned Brown

The undersigned hereby certifies that this REVISED and RESTATED BY-LAWS of Springs of Hamptons subdivision was duly approved and passed by a majority of the Members in Springs of Hamptons who casted votes for that purpose in accordance of the Plat Covenants.

Springs of Hamptons Homeowners Association, Inc.

By:



Date 8/6/2021

President, Springs of Hamptons Homeowners Association, Inc.

ATTEST:

  
SANDRA JOAN BROWN

Date 8-6-2021

Secretary, Springs of Hamptons Homeowners Association, Inc.

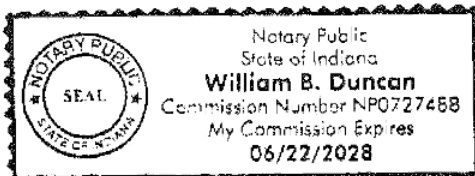
STATE OF INDIANA )


)

COUNTY OF MARION )

Before me a Notary Public in and for said County and state, personally appeared GARY REDMON and SANDRA JOAN BROWN, the President and Secretary, respectfully, of Springs of Hamptons Homeowners Association, Inc. who Acknowledged execution of the foregoing Revised and Restated By-Laws for Springs of Hamptons Homeowners Association, Inc. and who, having been duly sworn, state that the representations contained herein are true.

Witness my hand and Notarial Seal of this 6<sup>th</sup> day of August 2021.



  
Notary of Public – Signature

William Duncan  
Printed

Residence County Marion

My Commissions Expires: 06/22/28