

Shirley Nolot 23P
CLARK COUNTY RECORDER
Clark County Recorder
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CODE OF BY-LAWS

OF

ABBY CHASE CONDOMINIUM

HORIZONTAL PROPERTY REGIME

AND OF

ABBY CHASE CONDOMINIUM
OWNERS ASSOCIATION, INC.

AS AMENDED ON
APRIL 3, 2001

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Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the third Tuesday in September of each calendar year. At the annual meeting the Owners shall (subject to the provisions of Section 3.02 hereof) 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 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of Owners who have not less than a majority of the Percentage Vote. 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.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Clark County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise.

Section 2.05. Voting and Conduct of Meetings.

(a) Number of Votes. Each Owner shall be entitled to cast one vote for each Condominium Unit he/she owns on each Matter coming before the meeting.

(b) Multiple Owner. Where the Owner of a Condominium Unit constitutes or consists of more than one person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allowable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Condominium Unit. This shall remain in effect until all of such parties constituting such multiple Owner or the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Condominium Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular

meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation may cast the vote to which the corporation is entitled. The secretary of the corporation or a trustee of the 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.

(d) Proxy. An Owner may vote either in person or by his/her duly authorized and designated attorney-in-fact. Proxies will be standard forms. Two proxies will be sent with each meeting notice along with a meeting agenda. One proxy form will be a general proxy giving the designee the right to vote on any and all matters which may arise at the meeting. The other shall list the agenda items and allow the person giving the proxy to indicate how he/she wishes to vote on each item. This proxy would restrict the voting designee to those issues listed on the agenda. Both proxy forms could be completed, thus giving the proxy designee the power to vote on items not listed. The Owner shall duly designate his attorney-in-fact in writing, and deliver the proxy to the Secretary of the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Indiana Not-For-Profit Corporation Act of 1971, as amended (hereinafter referred to as the "Statute"), the Owners representing a majority of the Percentage Vote shall constitute a quorum at all meetings. Proxies count toward a quorum. Proxies must be sealed and unopened until opened by the Secretary to count toward the quorum for the meeting, at which time the proxy form(s) is to be given back to the individual proxy designee to vote it. A quorum is a simple majority; a quorum for Abby Chase is represented by 20 or more units (38 units divided by 2 = 19 + 1 or more.)

(f) Conduct of Annual Meeting. The President of the Association shall act as the Chairman of all annual meetings of the Association if he/she is present. At all annual meetings, the Chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the Percentage Vote.

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

(3) Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.

(4) Election of the Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Voting for the Board of Directors will be by raised hands. Each Owner may cast the total number of votes to which he/she is entitled for as many nominees as are to be elected; however, he/she shall not be entitled to accumulate in votes. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least seven (7) 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 Percentage Vote.

(6) Adjournment.

(g) Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association if present. The Chairman 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.

(h) Rules for Conduct of Meeting. In the absence of specific language to the contrary in the Association's "Declaration of Horizontal Property Ownership For Abby Chase Horizontal Property Regime" and/or the Association's "Code of By-Laws of Abby Chase Condominium Horizontal Property Regime and of the Abby Chase Condominium Owners Association, Inc.", the latest edition of Roberts Rules of Order shall govern all matters of the Association, particularly with respect to the conduct of the meetings of the Association.

ARTICLE III

Board of Directors

Section 3.00. Terminology. Board of Managers and Board of Directors are used interchangeably as allowed in the "Declaration of Horizontal Property Ownership For

Abby Chase Horizontal Property Regime.” The Board of Directors is made up of the officers of the Association plus two (2) additional directors elected at large from the members of the Association.

Section 3.01 Management. The affairs of the Association and Abby Chase Condominiums shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Director unless he/she is, or is deemed in accordance with the Declaration to be, an Owner.

Section 3.02. Initial Board of Managers. (Deleted, April 3, 2001.)

Section 3.03. 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 of an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Condominium Unit may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. All members of the Board of Directors shall be elected at each annual meeting of the Association, and shall take office of January 1st of the following year for a term of office as stated in Section 3. Each Director shall hold office throughout the term of his/her election and until his/her successor is elected and qualified. Vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Director(s). A Director or Directors may be removed with or without cause by vote of the majority of the Percentage Vote at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve in accordance with Section 3.04 herein.

Section 3.06. Duties of the Board of Directors. The Board of Directors provide for the administration of Abby Chase Condominiums Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of Owners of Condominium Units), and the collection and disbursement of the Common Expenses. The Board of Directors, on behalf of the Association, may employ a reputable and recognized professional property management agent (herein called the “Managing Agent”) upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) protection, surveillance and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of Owners of Condominium Units; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) procuring of utilities and removal of waste and snow removal from the Common Areas;

(c) landscaping, painting, decorating, maintenance and upkeep of the Common Areas and, where applicable, the Limited Areas;

(d) surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent the same are not included in a Condominium Unit or constitute Limited Areas;

(e) assessment and collection from the Owners of the Owners' share of the Common Expenses;

(f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(h) keeping a current, accurate and detailed record of receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(i) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its

duties:

(b) 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 Managers;

(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 the business and affairs of Abby Chase Condominiums;

(d) 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 and, where applicable, the Limited Areas;

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

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

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 \$500.00 without obtaining the prior approval of a majority of the Percentage Vote, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; 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.

(d) The Board of Directors shall get competitive bids, if possible, except in case of emergency, on all expenditures over five hundred dollars (\$500.00) per project, item, etc.

Section 3.09. Compensation. No Director shall receive any compensation for

services as such except to such extent as may be expressly authorized by a majority of the Percentage Vote. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings. 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 the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to 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 and at such time within Clark County, Indiana, or any of the contiguous counties, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before 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 or his subsequent consent to the actions taken thereat, shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall 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 Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of Abby Chase Condominiums or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Abby Chase Condominiums or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor

of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Abby Chase Condominium shall provide that the Board of Directors and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to an action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, 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 Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director 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 Percentage Vote that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of Abby Chase Condominiums 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 be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. 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 bonds shall be a Common Expense.

ARTICLE IVOfficers

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

Section 4.02. Election of Officers. The officers of the Association shall be elected annually as provided herein. Any officer may be removed with or without just cause by the Association at a special meeting called for this express purpose. An affirmative, majority vote for removal of the officer shall constitute removal. A successor must be elected at this meeting also.

Section 4.03. The President. The President shall be elected at the annual meeting and shall be the chief executive officer of the Association. He 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 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 among the 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. (Deleted April 3, 2001.)

Section 4.05. The Secretary. The Secretary shall be elected at the annual meeting. 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 meetings, shall perform all other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Treasurer shall be elected at the annual meeting and shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession 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 or accounts in the name of the Association. The Treasurer

may handle other assets of the Association to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. (Deleted April 3, 2001.)

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting, the Board shall cause to be prepared and furnished to each Owner a financial statement which adheres to standard accounting principles applied on a consistent basis; a statement including a record of all receipts and expenses received, incurred and paid during the preceding fiscal year; and an accounting of reserves, including the amount(s) and the institution(s) where deposited.

Section 5.02. Proposed Annual Budget. A proposed annual budget shall be submitted to the Owners prior to the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessment(s) (hereinafter defined) for the upcoming fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote: provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund(s) for capital expenditures and replacement and repair of the Common Areas including the pavement, which replacement reserve fund(s) shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund(s) for capital expenditures and replacement and repair of the Common Areas shall equal fifteen percent (15%) of the Regular Assessment, and shall be maintained by the Association in a separate interest bearing account(s) with one or more banks or savings and loan associations authorized to conduct business in Clark County, Indiana, selected from time to time by the Board. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided.

Section 5.03. Regular Assessments. The annual budget, as adopted by the Owners, shall contain a proposed assessment against each Condominium Unit based on the percentage interest of each Condominium (1/38th). Upon adoption of the annual budget, each Owner shall be given written notice of such assessment against his/her

Condominium Unit. The Regular Assessment shall be paid in full, on or before the due date established by the Board of Directors. The Board may, solely at its discretion, allow monthly, quarterly, and semiannual payments. Payments, other than annual, and when allowed, must be made known to and allowed for every Owner.

The Regular Assessment for the current fiscal year of the Association shall be come a lien on each separate Unit if unpaid by the end of that fiscal year. A late fee of ten percent (10%) of the amount of the payment due will be charged if the payment is not paid on or before the due date. In the event an Owner sells, conveys or transfers his Unit or any interest therein, the Owner or his successor shall not be relieved or released from payment of the Regular Assessment. Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof shall be binding.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-laws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures, to pay for the cost of any repairs or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to

the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including, but not limited to, reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

Notwithstanding anything contained in this Section or elsewhere in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessment or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act.

Section 5.06. Regular Assessments Prior to Applicable Date. (Deleted as of April 3, 2001.)

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Areas as applicable, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit, including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators,

telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps, and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of any Owner or of a member of his family, or of a guest, tenant or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas, then the use thereof by the Owner of such Condominium Unit shall be subject to the rules and regulations adopted from time to time by the Board. The authorized representatives of the Association or Board of Managers or the Managing Agent for the Association, shall be entitled to reasonable access to any Condominium Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

ARTICLE VI

Restrictions, Entry, and Rules and Regulations


Section 6.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas, and the Property shall be applicable to Abby Chase Condominiums and are in addition to those set forth in the Declaration:

- (a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the

Declaration, and shown on the Plans or plans filed with such supplement or amendment to the Declaration, without the consent of the Board of Managers.

(c) Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas, or Limited Areas.

 (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Building without the prior consent of the Board.

As a general policy in all design issues, wherever and whenever possible, it is the intention of the Association that the original design concept of Abby Chase be retained. Thus, any changes which will impact that design, *in any way*, must be approved by the Board of Directors prior to work beginning. Such items may include, but are not limited to, the following:

1. Color selection of the house and garage exterior paint
2. Color selection of the replacement roof
3. Any exterior structural change or addition to the home, garage or patios
4. Awning color and style
5. Gate color other than black
6. Replacement siding
7. Painting of *any* brick
8. Landscaping outside the brick fencing

The Board of Directors will make every effort to keep owners informed as to acceptable replacement materials and where they may be obtained.

Changes which have occurred prior to April 3, 2001 will be "grandfathered" with a notification from the Board of Directors that the Owner is not in compliance with this policy and the requirement that when the unit is changed again it must be brought back in compliance with the original design.

(f) No animals, livestock, poultry, swine, insects or reptiles of any kind

shall be raised, bred or kept in any Condominium Unit or the Common Areas or on the Property, except that one pet cat or dog or other customary household pet may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, or does not create a nuisance. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by their pet. The Board may adopt such rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Board to the respective Owner to do so. Except within the confines of their individual brick fencing, Owners are responsible for keeping their pets on a leash within Abby Chase, and or cleaning up after their pets.

(g) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Abby Chase Condominiums or which might be a nuisance, annoyance, inconvenience or damaging to other Owners and occupants of Condominium Units or neighboring property, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No "for sale," "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Condominium Unit without the prior written consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the property in connection with any unsold or unoccupied Condominium Units.

(j) All Owners and members of their families, their guests, or invitees, and all occupants of any Condominium Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Condominium Units, the Common Areas and Limited Areas.

(k) No boats, campers, trailers of any kind, buses, mobile homes, truck (over 3/4 ton), motorcycles, mini bikes, mopeds, small boats with trailers, or any other vehicle of any description other than normal passenger vehicles, such as automobiles, SUV's, passenger vans, small trucks which are 3/4 ton or less, shall be permitted to be parked or stored anywhere within the Property; except when those vehicles are completely enclosed within a garage. Residents will be allowed to park small boats with trailers and recreational vehicles on the premises overnight only. Guests of residents will be allowed to park recreational vehicles on the premises for a short period of time as determined by the Board. No vehicle with commercial lettering or signs on it may be parked overnight on the Property, unless it is enclosed in a garage. Again, this applies only to residents, not guests of residents, unless the time frame is deemed excessive by the Board. No repair work shall be done in Abby Chase on any vehicles, including passenger vehicles.

(l) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board.

(m) No Owner shall be allowed to place or cause to be placed in the Common Areas any furniture, packages or objects of any kind, without the consent of the Board of Directors.

(n) All garbage, trash and refuse shall be stored in appropriate containers inside the Condominium Unit (including garage) and shall be kept therein until no earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(o) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. For example, recreation areas for children and adults shall be restricted to those areas of the Common Areas, if any, so designated by the Board.

Section 6.02. Right of Entry. All Owners and occupants of the Condominium Unit shall be deemed to have granted the right of entry thereto to a Board member or any other person authorized by the Board in case of any emergency originating in or threatening his/her Condominium Unit. In cases of emergencies, such right of entry shall be immediate.

Section 6.03 Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may

deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. Amendment to By-Laws. Subject to any contrary, overriding or superceding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 18 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Clark County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. (Deleted as of April 3, 2001.)

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and end on the 31st day of December next following.

Section 9.02. Membership Certificates. (Deleted as of April 3, 2001.)

Section 9.03. Personal Interests. No member of the Association shall have or receive any earnings from the Association, except a member who is an employee, and a member may also receive principal and interest on monies loaned or advanced to the Association as provided in the statute.

IN WITNESS WHEREOF, the undersigned have caused this Amended Code Of By-Laws to be executed the day and year first above written.

Barbara C. Bibb
Printed Name BARBARA C. BIBB
President, Abby Chase Condominium Owners Association, Inc.

Betty Jane Grimes
Printed Name Betty JANE GRIMES
Secretary, Abby Chase Condominium Owners Association, Inc.

STATE OF INDIANA
COUNTY OF CLARK

Before me, a Notary Public in and for said County and State, personally appeared Barbara C. Bibb, President, and Betty Jane Grimes Secretary, of the Abby Chase Condominium Owners Association, Inc., and acknowledged the execution of the above and foregoing Amended Code of By-laws.

WITNESS my hand and notarial seal this 30th day of July, 2001.

Jammie B. Wolfe
Printed Signature JAMMIE B. WOLFE
Notary Public
Resident of Clark County, Indiana

My Commission Expires:

2-28-2007

