

AMENDED AND RESTATED

CODE OF BY-LAWS

OF

COUNTRY CLUB ESTATES
CONDOMINIUM ASSOCIATION

Adopted
April 1, 2013

Table of Contents

1. Identity
2. Members' Meetings
3. Directors
4. Directors' Meetings
5. Powers and Duties of the Board of Directors
6. Officers
7. Accounting
8. Budget
9. Assessments
10. Ownership-Use of Family Units-Internal/External Changes
11. Maintenance and Repair
12. Architectural Control
13. Use of general Common areas and Limited areas
14. Right of Entry
15. Rules
16. Notice of unpaid assessments
17. Indemnification of Directors, Officers, Employees,
Agents
18. Suits and/or Actions
19. Amendments
20. Mortgagee's Protections
21. Membership Certificates

**By-Laws
Of
Country Club Estates
Condominium Association**

1. IDENTITY. These are the By-Laws of Country Club Estates Condominium Owners Association, herein called the "Condominium Association", a corporation not-for-profit under the laws of the State of Indiana, the Articles of Incorporation of which were filed in the office of the Corporation Commissioner of the State of Indiana, April 21, 1995. A copy of these by-laws will be forwarded to the Clark County Recorder's office and kept on file there.

(a) Each owner, tenant, future tenant or their guest and invitees are subject to the restrictions, terms and conditions to these by-laws and regulations adopted by the Board.

(b)The fiscal year of the Condominium Association will be from January 1 to December 31st of each year.

2. MEMBERS' MEETINGS.

(a) The annual members' meeting shall be held at the clubhouse at a time appointed by the Board for the purpose of electing Directors and transacting any other business authorized by the members.

(b) Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from a majority of the members.

(c) Notice of all members' meetings, stating the time and place and objects for which the meeting is called, shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Condominium Association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. On request, any first mortgagee will receive written notice of all meetings of the Owners Condominium Association and be permitted to designate a representative to attend all such meetings.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority (more than 50%) of the votes of the entire membership.

(e) Only one vote may be cast for each condominium and that representative must be an owner or a representative appointed by the owner. If a unit is owned by a corporation, the person entitled to cast the vote or the unit shall be designated by a certificate of appointment signed by the President and attested by the Secretary and exhibited likewise at the meeting. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate or until a change in the ownership of the unit.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

(g) The President of the Condominium Association will act as the Chairman of all annual meetings. The order of business at annual members' meetings and as far as practical at all other members' meetings, shall be:

1. Calling the roll and certifying proxies
2. Reading and revision and approval of minutes from last annual meeting
3. Reading and approval of Treasurer's Report
4. Proposed budget for upcoming fiscal year and review of current year's expenses
5. Reports of committees
6. Election of directors (if necessary)
7. Other business (shall be submitted by written request 7 days prior to meeting)
8. New business
9. Adjournment

3. DIRECTORS

(a) The affairs of the Condominium Association shall be managed by a board of three (3) or more directors. No person may be eligible to serve as a Director unless he is an owner. Each director shall serve for a term of three (3) years. The term of at least one half (1/2) of the number of directors shall be coincident and the terms of the remaining directors shall be coincident so as to provide for expirations of directors' terms of office in alternate years. Directors elected to fill vacant or unexpired offices shall serve until the next election for that position. The election of directors may be by ballot (unless dispensed with by unanimous consent), and shall be by a plurality of the votes cast. Votes may be cast in person or by proxy. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

(b) Any director may be removed by a majority vote at a special meeting of the owners duly called for such purpose. A successor will be elected at the same meeting from owners present.

4. DIRECTORS' MEETINGS.

(a) An organizational meeting of the newly-elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the directors at the meeting

at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present. At that time, offices of President, Secretary and Treasurer shall be decided.

(b) 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. Notice of regular meetings shall be given to each director, personally, by mail, telephone, or email at least three (3) days prior to the date of such meeting. Minutes and financial reports will be presented at the meetings and filed for future reference

(c) Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally, by mail, telephone, or email at least three (3) days prior to the date of such meeting, which notice shall state the time, place and purpose of the meeting.

(d) A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

(e) The presiding officer at directors' meetings shall be the President. In the absence of the President, the directors present shall designate one of their numbers to preside.

(f) The order of business at director's meetings shall be:

- Reading and approval of minutes
- Reading and approval of financial report
- Reports of officers and/or committees
- New Business
- Old Business
- Announcements

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

(a) The Board of Directors shall provide for the administration of Condominium Association; the maintenance, upkeep and replacement of the common areas and the disbursement and management of the expenses. These duties include but are not limited to:

- Procuring master casualty insurance policy for the exterior of the condominiums and master comprehensive public liability insurance policy which covers the Condominium Association, the Board of Directors, any committee or employee of the Condominium Association.
- Purchasing equipment, materials, labor and services as may be necessary to maintain common areas.

- Employing legal counsel, architects, contractors, accountants and others deemed necessary in connection with the business and affairs of the Condominium Association.
- Opening and maintaining bank accounts in the name of the Condominium Association.
- Adopting, revising, amending and altering regulations with respect to use, occupancy, operation and enjoyment of the property.

(b) The authority of the Board to enter into any contract must be limited to \$2,500 without the prior approval of a majority of the voters except for the following:

- Procuring master casualty insurance for exterior of condominiums and master comprehensive public liability insurance for Directors.
- Replacing or restoring portions of common areas destroyed by fire or other casualty where the cost may or may not be payable from insurance.
- Proposed contracts or expenses approved at annual meeting
- Expenses necessary to deal with emergency conditions in which there is not time to call a meeting of owners.

(c) The Board of Directors may 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 Condominium Association will 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.

(d) The Board of Directors will require insurance to indemnify the Board against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty. The expense for this insurance will be a common expense.

6. OFFICERS

(a) The executive officers of the Condominium Association shall be a President, a Treasurer and a Secretary, all of whom shall be elected annually by the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the secretary or an assistant secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Condominium Association.

(b) The President shall be the chief executive officer of the Condominium Association. He shall have all of the powers and duties which are usually vested in the office of President of a Condominium Association, including but not limited to the power to appoint committees from among the members, from time to time, to assist in the conduct of the affairs of the Condominium Association. He shall also perform the duties as from time to time are ordered by the Board.

(c) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal, if any, of the Condominium Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Condominium Association, except those of the treasurer and shall perform all other duties incident to the office of secretary of a Condominium Association and as may be required by the directions of the President.

(d) The Treasurer shall have custody of all property of the Condominium Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Condominium Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

(e) The Directors shall have the right to settle all insurance claims of the Condominium Association or owner or owners thereof, and give releases and proofs of loss to any insurance carrier, provided any two directors sign the same.

(f) A Director or Directors may be removed with or without cause by vote of a 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 until the next annual meeting of the Owners and until his successor is duly elected and qualified.

7. ACCOUNTING.

The funds and expenditures of the Condominium Association shall be credited and charged to accounts under the following classifications.

(a) Checking Account. This account is for "Current Expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted. Ten percent of dues collected monthly will be placed in a reserve account.

(b) Reserve Account. This account is for "Reserve for deferred maintenance and replacement", which shall include funds for items which occur less frequently than annually. This fund may also be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

(c) The fiscal year shall end on December 31st.

8. BUDGET.

(a) The Board of Directors shall, prior to each annual meeting, adopt a budget for each fiscal year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these By-Laws. The budget shall take into account the following items: termite inspection, landscaping, social/flowers, postage/office expenses, insurance, federal and state taxes, miscellaneous repairs, legal representation, snow removal, Irrigation and miscellaneous. The amount for each budgeted item may be increased or decreased when approved by unit owners at the annual meeting.

(b) The budget and proposed assessments shall be delivered to each member at each annual meeting prior to discussion.

(c) Amendment of Budget. The budget may be amended at any time by the Board of Directors, at any regular or special meeting. However, an amendment of the budget during the fiscal year shall have the approval of not less than a majority of the entire membership of the Condominium Association at a meeting called for that purpose, prior to the time the same becomes effective.

9. ASSESSMENTS.

(a) Regular assessments will be based on the annual budget as adopted by the owners of the Condominium Association and the annual budget adopted by Association A. All owners are obligated to pay assessments imposed by the Condominium Association and to meet all common expenses of the Condominium Association and Association A. The assessments may be paid monthly, quarterly, bi-annually or annually. Assessments are sent to the Treasurer of Association A, who deducts dues for that Association and sends the remainder to the Treasurer of the Condominium Association.

(b) Special Assessments. From time to time, expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and with the quorum approval by the owners, unless otherwise stated in these by-laws, the Board of Directors shall have the full right, power and authority to make special assessments. These assessments shall become a lien on each condominium unit.

(c) Failure of owner to pay assessments. No owner may exempt himself from paying regular or special assessments. Each owner shall be personally liable for the payment of all assessments.

- If any owner fails to make payments when due, the lien for such assessment on the owner's condominium may be filed and foreclosed by the Board as provided by law.
- The Board may bring a suit to recover a money judgment without foreclosing or waiving the lien. Any legal costs incurred will be recovered from the owner of the respective unit.
- Any sale or transfer of a condominium unit that has unpaid assessment shall extinguish the lien of any unpaid assessment prior to the sale or transfer.

10. OWNERSHIP – USE OF FAMILY UNITS – EXTERNAL/INTERNAL CHANGES.

(a) All units shall be utilized for residential purposes only, in accordance with these By-Laws and the Declaration and any regulations duly adopted. No condominium unit may be partitioned or subdivided. All units shall be utilized for residential purposes only, in accordance with these By-Laws and the Declaration and any regulations duly adopted. No condominium unit may be partitioned or subdivided. No condo unit may be used as a business. As of August, 2010, the Association will exclude renters for the purpose of maintaining property values. This clause will exclude the one unit that is presently being occupied by renters. When this unit is sold, it will be prohibited from being sold as rental property. (the rest of By-Law 10 will remain the same)

(b) No additional buildings, fence or other structures may be added. No exterior addition or alteration can be made that would affect the safety or structural integrity of the condos.

(c) An owner shall not make structural modifications or alterations inside his unit without previously notifying the Condominium Association, in writing, delivered to the President of the Board of Directors. The Directors shall have the obligation to answer within sixty (60) days.

(d) The owner will reimburse the Condominium Association for any expenses incurred in repairing or replacing any area or facility damaged through his fault.

11. MAINTENANCE AND REPAIR

(a) Each owner shall promptly perform all maintenance and repair within his own condominium unit, which, if neglected, would affect the value of the property. These include but are not limited to:

- Patios and sidewalks of the owner's home
- Front doors, windows and frames, garage door and caulking
- The landscaping that belongs to that particular unit
- All things within the owner's home such as floors, ceilings, wall coverings, fixtures and cracks in walls.
- Water lines, sewage lines, plumbing, gas and electric lines
- Appliances, garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, chimney caps, air conditioning and heating equipment whether located wholly or partially inside or outside the condo.

(b) Owners are also responsible to perform maintenance and repair those areas, which are called **Limited Areas** (see Definition in **Declaration**, page 3). These areas include but are not limited to:

- Water lines, sewage lines, plumbing, gas and electric lines which are below the floor to above the roof if they are an extension of those lines in the condominium unit.
- All partitions and interior walls which may be an extension of the neighbor's property

12. ARCHITECTURAL CONTROL

(a) No change or alteration may be made to the unit, which would influence the harmony of the exterior design of the unit. This includes changing the door, the windows or electrical fixtures. Owners may change the color of their door so long as the color is a current approved color.

(b) Owners may screen a porch provided they first obtain written consent and approval for the material, color and design from the Board of Managers. Subsequent screened-in porches must be built like the model. Insurance for the maintenance and repair of this addition is the responsibility of the owner, not the Condominium Association.

13. USE OF COMMON AREAS AND LIMITED AREAS.

(a) Nothing shall be kept in a unit or common area or limited area which will cause an increase in the rate of insurance or cancellation of insurance.

(b) No nuisance shall be permitted in any condo unit.

(c) No animals, livestock or poultry permitted. A reasonable number of pets may be kept provided such pets are not bred for commercial use and no pet can create a nuisance. An owner shall be liable for damages to people or property caused by his pet. Owners of any pet which, in the judgment of the Board, is creating a nuisance or unreasonable disturbance or noise, will receive notification that the pet must be removed from the property within 10 days unless the owner can correct the situation.

(d) Owners of pets are responsible for picking up the waste material left by their pets and properly disposing of it. Owners shall be fully liable for any injury or damage to persons or property, including the common and limited area, caused by their pets.

(e) No boats, campers, trailers of any kind, buses, mobile homes, trucks in excess of $\frac{3}{4}$ ton panel or pick-up, motorcycles, mini bikes, mopeds or any other vehicles shall be permitted, parked or stored anywhere on the property, unless it can be stored inside the garage. No long-termed on street parking will be allowed.

- (f) No owner shall be allowed to plant trees, landscape or do gardening in that part of the yard that is maintained by the Condominium Association without the written consent of the Board. This includes installation of irrigation systems.
- (g) No clothes, sheets, blankets, rugs or any other laundry can be hung outside.
- (h) All interior and exterior window coverings which are visible from the street must be white or off white.
- (i) 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 consent of the board
- (j) All garbage, trash and refuse shall in stored in appropriate containers inside the condo unit and shall be kept there until the evening before trash collection.
- (k) No signs except For Sale signs may be placed in anyone's yard unless approved by the Board.
- (l) For your safety and the safety of others, garage doors should be left down unless you are going in or out. Likewise, the lights on either side of the garage should be kept lit at night.
- (m) Suspicious activity should be reported to 911 and then to one of the Board members.

14. RIGHT OF ENTRY.

- (a) In case of an emergency originating in or threatening his unit, an owner herewith grants the right of entry to any person authorized by the Board of Directors or the Condominium Association, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

15. RULES.

The Board of Directors may adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the property. All amendments to rules and regulations will be delivered or mailed to owners.

16. NOTICE OF UNPAID ASSESSMENTS.

The Condominium Association shall report at the request of the mortgagee of a unit, any unpaid assessments due from the owner of such unit.

17. INDEMNIFICATION OF DIRECTORS AND OFFICERS

(a) Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law.

18. SUITS AND ACTIONS.

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these By-Laws or for the enforcement of any provisions; the owner or owners, will, in addition to all other obligations, pay the costs of such suit or action including a reasonable attorney's fee to be fixed by the trial court and in the event of an appeal, the cost of the appeal, together with a reasonable attorney's fee in the appellate court to be fixed by such court.

19. AMENDMENTS TO BY-LAWS.

These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the member of the Condominium Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.

(c) Approval of an amendment must be by 2/3 of the membership of the Board of Directors and by not less than a majority (more than 50% of the Percentage Votes) of the Condominium Association.

(d) No amendment shall make any changes in the qualifications for membership nor the voting right of members nor shall any amendment materially affect the ownership of general common elements or the security of any first mortgagee without the consent of that mortgagee so affected.

20. MORTGAGEE'S PROTECTIONS:

(a) Any owner who places a first mortgage lien upon his condominium unit shall notify the Secretary of the Association and provide the name and address of the Mortgagee.

(b) A record of such mortgagee and name and address shall be maintained by the Secretary and any notices will be mailed to that Mortgagee at that name and address.

(c) Unless notice of any mortgage is given to the Secretary, either by owner or Mortgagee, these by-laws or notices will **not** be sent and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of The Declaration, these by-laws or proxy granted to such Mortgagee.

(d) Upon request, a Mortgagee, who has furnished the Condominium Association with its name and address may ask that the Association furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligation.

21. MEMBERSHIP CERTIFICATES

Each member of the Condominium Association shall receive a certificate from the Association, signed by the President or Secretary, stating that he is a member. Such certifications shall be nontransferable and a member's certificate shall become void and of no effect upon sale by the owner of his unit. Such membership certificates shall be in a form and style determined by the Board.

By-Laws Condominium Association

These By-laws of Country Club Estates Condominium Association replace any previous By-Laws.

James O'Clan 4-11-13
Signed by the President Date

Michael W. O'Neil 04-11-2013
Signed by Treasurer or Secretary Date

Attested by Date

STATE OF INDIANA)
)
COUNTY OF CLARK)

Before me, the undersigned, Notary Public, in and for the above county and state on the 11 day of April 2013, personally appeared James O'Clan As President of CCE Condominium Association, Inc. on behalf of said corporation and who being duly sworn stated, or affirmed, that the representations contained herein are true, and acknowledged the execution of the foregoing document.

Witness my hand and notary seal Misty L. Fultz
Misty L. Fultz
Notary Public, Resident of Clark County, IN.

My commission Expires: 08-08-2020

