COVENANTS

FOR

APPLE CREEK SECTION 2

HENDRICKS COUNTY
APPLE CREEK, SECTION II

RESTRICTIVE COVENANTS

Apple Creek Development, Inc., hereinafter "Developer", by this indenture and by those restrictive covenants contained in the Plat recorded in Plat Cabinet Number 3, Slide Number 112 at Pages Number 1 & 2 in the Office of the Recorder of Hendricks County, Indiana, restricts and covenants the lots and other areas within the boundary of Apple Creek, Section II to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, restrictions and covenants which shall apply in their entirety to all of said subdivision. While the lots situated within Apple Creek, Section II consist of lots numbered from 13 through 45, from 47 through 83 and lot numbered 124, the Developer asserts that the terms and conditions of similar RESTRICTIVE COVENANTS have been adopted to pertain to the lots in Apple Creek Sections I.

1. DEFINITIONS:

"Developer" shall mean Apple Creek Development, Inc. or their Grantees, successors or assigns.

"Development" shall mean the entire parcel of real estate constituting APPLE CREEK, SECTION II.

"Subdivision" shall mean the entire APPLE CREEK subdivision as preliminarily approved by the Hendricks County Plan Commission and constituting 124 lots intended to be sold as home sites, certain streets and areas dedicated to public use, and Two (2) "common areas".

"Property Owner" shall mean the person, persons or party, other than a Builder who has acquired title for the purpose of improvement and resale, who has acquired legal, recorded title to any lot within the Development.

"Builder" shall mean any person or entity who or which acquired title to one or more lots within the subdivision for the purpose of improvement and resale.

"Association" shall mean the Apple Creek Property Owners Association, Inc., an Indiana not-for-profit corporation, created by the Developer on July 11, 1994.

"Committee" shall mean the Standards and Architectural Control Committee as appointed by the Board of Directors of the Association.

"Board" shall mean the Board of Directors of the Association as elected by the Property Owners except that the Developer reserves the right to appoint the entire Board until 115 lots within the Subdivision have been sold to consumers.

"Common Areas", as used herein shall mean the areas designated as Common Areas within Section II of the Apple Creek Subdivision.
2. ASSOCIATION:

A. Creation: The Developer has caused to be created a not-for-profit corporation under Indiana Law named APPLE CREEK PROPERTY OWNERS ASSOCIATION, INC. This Association will be designed and intended to accommodate, as members, all property owners within the Apple Creek Subdivision.

B. Membership: Each Property Owner of record of a lot within the Apple Creek Subdivision, or the person designated by the owners if there is more than one owner, will be a member of the Association. Membership is not voluntary, but mandatory. Each member will be entitled to the same benefits and consideration whether his or her lot is located in Section I or in Section II.

C. Control: The affairs of the Association will be conducted by the Board of Directors, hereinafter "Board", elected by the members at the annual meeting except that the Developer reserves the right to appoint the entire Board until such time as 115 of the lots within the Subdivision have been sold to consumers (Property Owners).

D. Voting: One vote at all meetings of members shall be allocated to each lot regardless of the number of owners or the nature of the ownership. Only those votes cast by members in "good standing" will be recognized. A member not in good standing would be a member who has unpaid and overdue dues or assessments or uncorrected violations of standards of conduct or construction of which he or she has been duly notified.

E. Board: After the period during which the Developer has reserved the right to appoint the Board, the members will elect nine (9) persons, all members in good standing of the Association, to serve as Directors according to the following format: initially, 3 members will be elected to serve for 3 years, 3 for 2 years and 3 for 1 year. Each year thereafter the members will elect 3 Directors to replace the 3 retiring Directors plus electing members to fill any vacancies on the Board.

F. Board Duties: It shall be the duty of the Board of Directors to adopt and enforce such rules and regulations as may be reasonably expected to protect and enhance the value of the property within Apple Creek and to improve the quality of life of those persons living there. The Board shall cause the Association to provide and maintain such amenities and services as the membership shall approve at its regular meeting or at a special meeting called for the announced purpose of considering the offering of such amenities or services except that the amenities and services instituted by the Developer will not be terminated. Such services would include street lighting and maintenance of Common Areas and landscaping situated within the "landscape easements" on lots adjoining the County Roads and maintenance of the area surrounding the East retention pond.
G. **Dues:** The Board will adopt such dues, payable by the Property Owners, as it deems necessary to provide the services offered. Dues shall be payable by each member annually or on such other terms as the Board may approve. Penalties may be assessed by the Board if dues are not paid in a timely manner and the Board is expressly authorized to collect dues through legal action including the imposition of liens on the property belonging to the non-paying member. Any member who owes dues beyond a grace period established by the Board shall be considered a member not in "good standing" and shall forfeit his or her voting rights and the right to use Common Areas or enjoy other amenities supported by the Association. Initially, and throughout calendar year 1996, the dues as set by the Developer acting as the Board, shall be the sum of $75.00 per year.

H. **Assessments:** The Board may impose assessments to cover the cost of unusual expenditures or improvements. Such expenditures or improvements must have been approved by affirmative vote of 2/3 of the members attending a regular or special meeting of the members one of the announced purposes for which is the consideration of a payment or improvement which will require the imposition of an assessment. The penalties for non-payment of properly imposed assessments shall be the same as the penalties for non-payment of dues.

I. **Property Maintenance:** The Association is hereby given the express authority to enter onto any lot within the Subdivision for the purpose of mowing, removing trash, investigating disturbances or noxious sounds or odors, or for any other purpose which may be reasonably expected to terminate a nuisance. The cost of such remedial activities, including the costs of defending or enforcing any legal action arising out of such activities will be charged to the offending member and shall, upon due process, become a lien on the member’s property. Before entering onto any privately owned property, the Association, by its Board must have served reasonable notice upon the owner of the condition deemed to be a nuisance and the owner must have been given reasonable opportunity to correct the condition. The right to enter property granted here does not include the right of the Board or its representative to enter into any building or residence without the express consent of the occupant or owner or upon order of the Court.

J. **Conduct:** The Board will adopt and enforce rules and regulations concerning the conduct of members, their families and guests while on any of the Common Areas. Persons accused of violating such rules and regulations will be given an opportunity to be heard if they feel they have been wrongfully accused. The Board will impose such penalties as seem appropriate including monetary fines for continued or repeated violations and loss of the privilege of using the Common Areas.

K. **Architectural Standards:** The Board shall adopt and enforce such architectural design, construction and maintenance standard as it feel will best protect the value of lots within the Subdivision and the quality of life enjoyed by those persons living there. No construction of any residence or other structure or addition thereto or modification thereof will commence without the written approval
of the Board. No fence, pond or pool nor any sight barrier will be installed without
the prior approval of the Board. Any plan or proposal submitted to the Board and
not acted upon within 45 days will be deemed to have been approved by the Board.

I. Liability: The Board, at the expense of the Association, will carry
policies of liability insurance designed to protect the Directors and Officers of the
Association from personal liability for personal injury or property damage
attributable to the Association or to any Director or Officer while fulfilling his or
her duties. The Board will also carry policies of casualty insurance designed to
protect the interest of the Association in the Common Areas and improvements
thereof. Neither the Developer, any Builder nor any member or Officer of the
Association shall be responsible for claims for personal injury or property damage
arising out of the existence, use, maintenance or improvement of any of the
Common Areas.

M. Committees: The Board will appoint, at a meeting of the Board
immediately following the meeting of members at which the Board was elected, such
Officers and Committee members as it deems necessary to carry out the work of the
Association.

3. Common Areas:

A. There are two (2) areas within the Apple Creek Subdivision which are
designated as “Common Areas”. One (1) of these areas are situated within Section
1 and is referred to as the “West retention pond”. The remaining common area
consists of the East retention pond and the surrounding property.

B. The Developer will convey ownership of all Common Areas to the
Association.

C. The Developer will perform certain landscaping and improvement
procedures to the end that attractive entrances will result the maintenance of which
shall be a duty of the Association. Some signs, trees, fences, plantings, etc. will be
installed by the Developer at the entrances and within the strip of property along
the county roads and denoted as “landscape easements”. Other, additional or
different landscaping elements may be installed in these areas by the Association.
Any and all such items remain the property of the Association and no Property
Owner is expected nor permitted to alter, remove or augment such items without
the express permission of the Committee.

D. The association, by action of its Board, may make other improvements
as the membership shall elect.

E. The cost of additional improvements and maintenance of existing
improvements shall be borne by the members through dues and assessments.
F. When the Common Area constituting the East retention pond is
completed along with the development of Section II of the Apple Creek Subdivision,
the members owning property within Sections I will have access to this Common
Area the same as all other members, their families and guests and will be assessed
for the improvement and maintenance thereof. Also, members living in Sections II
will have the use of the Common Areas situated in Section I.

G. Neither the Developer nor any Builder of homes within Apple Creek
shall be held responsible for claims for personal injury or property damage arising
out of the existence, use, maintenance or improvement of any of the Common
Areas.

4. STREET LIGHTING, TRASH PICKUP, etc.:

A. The Association may elect to arrange for a single source to provide
trash pickup throughout the Subdivision. The cost of such service will be borne by
the members through their dues to the Association.

B. The Association may offer or permit others to offer lawnmowing
services throughout the Subdivision. The cost of such service will be borne by the
members on an individual basis due to the differences in the lots and the attention
required.

C. The Association will have no duty to provide or authorize cable TV
service nor any other service within the subdivision and will have no responsibility
for the availability or the lack thereof nor for the satisfaction with any such service.

D. If street lighting is provided by the Developer, the cost of maintenance
thereof shall be borne by the Association.

5. LAND USE: All lots are restricted to residential use. See Section numbered
24 below. The subdivision of a lot is prohibited.

6. RESIDENCE SIZE: No residence shall be erected, altered, placed, or
permitted to remain on any lot other than one single-family residence three stories or less
in height. Residences on all lots shall have, at a minimum, attached two-car garages. The
ground floor area of the main structure of any one-story residence, excluding garages and
porches, shall be not less than 1,250 square feet. The ground floor area of the main
structure of any multiple-story residence, excluding garages and porches, shall be not less
than 800 square feet, with no less than a total of 1,250 square feet of finished floor space
in such multiple-story structure. A residence with a "bonus room" on a second story level
will be treated as a multiple-story residence and shall meet all the above requirements for
multiple-story residences.

7. ACCESSORY BUILDINGS: A utility building, barn, or other accessory
building will not be allowed on any lot, except one gazebo type structure and/or one in-
ground pool accessory building/bath house. Said accessory building/bath house must be
erected as a part of and in conjunction with a privacy fence surrounding an in-ground pool as provided for in Section numbered 28 below. Before commencement of its construction, any building allowed by this Section must be approved as to location and design by the committee as described in Section numbered 10 below.

8. **BUILDING SETBACK DISTANCES:** Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered, or be permitted to remain, nor shall any building be erected nearer than 10 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than 30 feet. Architectural appurtenances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walls are exempt from these setback requirements. Lot use in all other respects will conform with the regulations of the Hendricks County Planning Commission unless these Covenants are more restrictive in which case, these Covenants will control.

9. **OCCUPANCY OF STRUCTURES:** No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Hendricks County. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

10. **ARCHITECTURAL DESIGN:** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with grading plans, exterior architectural elevations, first floor height above sea level as specified in the accompanying Table of Elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee’s approval or disapproval as required in these covenants shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. **IMPROVEMENT LOCATION PERMIT:** In addition to the approval required in Section numbered 10 above, Hendricks County must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, first floor elevations, and an “emergency flood route” with slopes for positive surface drainage therefrom. Prior to house construction, each owner is obligated to inspect his lot to insure that the developer’s drainage facilities will remove all free water from the surface of the lot. He shall report at once to the developer any deficiencies found. The owner shall develop his lot in a way that assures that finished slopes, grades, and erosion control measures comply with said soil, water, and development plans after completion of all improvements and landscaping. In particular, the Property Owner or his Builder will take such steps as are necessary to assure compliance with Rule
5 of the Indiana Department of Environmental Management requirements dealing with erosion control and all other similar regulations. See Section numbered 26 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot the owner thereof will be accountable to the developer and the Hendricks County Drainage Board for damages caused by him or his contractors to drainage facilities built by the developer. In the event of such damages, the owner will be given 10 days notice by certified or registered mail to repair said damages, after which time, if no action is taken by the owner, the committee may use the procedure described in Section numbered 39 below.

The Table of Elevations appearing on said development plan and on the annexed plat, shows, for each lot, first floor elevations for houses if constructed at the locations shown on said development plan. The entrance of ground water and surface water into basements shall be prevented by special designs and construction. See also Section numbered 30 below.

12. WATER SUPPLY SYSTEMS. The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

13. FENCES: Fences require committee approval before erection as provided in Section numbered 10 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. Fences erected in the front yards of residences shall be open wood fences of a decorative type not exceeding four (4) feet in height. Galvanized and vinyl-coated chain link type fencing is prohibited. Swimming pools shall be properly fenced to protect the safety of others as required by Section numbered 28 below. Fences in easements are erected at owners’ risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easements have been reserved. Backyard fences must be of wooden construction, of good workmanship, either protected natural or painted finish and maintained in good repair.

14. CONSTRUCTION TIME: Unless delayed by court injunction, war, or an act of God, any residence, fence, water line, sewer, ditch, or any structure on any lot, once approved and under construction, must be completed one (1) year from the date construction starts, after which time the committee may, without notice, enter, take possession of said lot and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

15. STORAGE TANKS: Outdoor oil or gasoline storage tanks will not be allowed within the Apple Creek Subdivision.
16. SIGNS: This section does not apply to any sign or signs that may be erected on the landscape easements by the developer to be maintained or replaced by the Association. The only signs that may be erected by Property Owners in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two days twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

17. HUNTING AND TRAPPING: Hunting and trapping are prohibited in this subdivision.

18. SIGHT DISTANCES: At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes) between 2 and 8 feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the driveways 25 feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

19. ANIMALS: No one shall keep or maintain animals or poultry in this subdivision except no more than two household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of immediately by the owner of said animal.

20. VEHICLE PARKING: No trucks larger than pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall park on any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

21. LANDSCAPING: The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within sixty (60) days following completion of a house thereon, weather permitting.

22. MAINTENANCE OF LOTS AND IMPROVEMENTS: Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash, and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots,
whether or not improved. Each lot owner shall also be responsible for the maintenance and repair of the sidewalks adjoining his or her property whether installed by the Developer along the County road or by the Builder along the lot boundary.

23. NUISANCES: No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

24. BUSINESSES: No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church, or school operate in this subdivision. Day-care and preschool facilities for no more than six (6) children twelve (12) years or younger are permitted. Builder’s sales offices on location in a Model Home shall be permitted.

25. DEDICATED EASEMENTS: Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the developer, Hendricks County, the committee, and the other lot owners in those certain strips or areas of ground designated “utility easement,” “drainage easement,” and “landscape easement” that are reserved hereinabove. No permanent or other structures may occupy said easements excepting fences and the facilities for which the easements are reserved hereinabove. Fences erected on easements may be removed by easement holders (at the owner’s expense) if necessary to the proper operation and maintenance of the facilities for which the easements are reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

26. LOT GRADING: Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Sections numbered 11 and 21 above.

27. DRIVEWAYS AND ACCESS RIGHTS: Residential driveways and sidewalks shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material. Access control to County Road 625E and 150S shall be as shown on the recorded Plat. This access control covenant shall run with the land and shall be binding on all successors in title to said lots.

28. SWIMMING POOLS: No swimming pools, where the water level is either partially or completely above natural ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced to protect the safety of others. Before erection, such fence shall receive committee approval as required by Section numbered 10 above.

29. CRAWL, SPACE, BASEMENT, AND FOUNDATION DRAINS: No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains, and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot owner and/or to the drainage system of any street, the owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot owners, and said county harmless from liability therefore.
30. BASEMENTS: Basements are allowed on all lots in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required. For regulations regarding basement floor elevations on certain lots, see Section numbered 11 above.

31. PROSCRIBED AND OTHER IMPROVEMENTS: No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway entrances, sidewalks, landscaping, and mailboxes. No free-standing antennas or roof-top antennas, other than satellite dishes smaller than 2 feet in diameter which require committee approval, shall be allowed in this subdivision. Satellite dishes or receivers larger than 2 feet in diameter shall be allowed only behind residences, and then only if approved beforehand in each instance by the committee as to location and design. Most lots will not accommodate back-yard installations.

32. SANITARY SEWER CONNECTION: Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

33. UTILITIES CONNECTION INSPECTION: All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

34. SIDEWALKS: Each initial property owner taking his title from the developer or from a Builder, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a concrete sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall be constructed within one (1) year of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever first occurs. Said walks shall conform with the lines and grades established by the committee and shall include a section of sidewalk connecting to any "wheel chair ramp" occurring in the curb in front of the lot. Each said owner shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase. Sidewalks, as required, along the County Roads will be installed by the Developer and will be maintained by the Association.

35. STAKING: The Developer will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of 1-inch metal pipes about 30 inches long set so as to leave about one or more inches of pipe protruding above ground unless a different type of monument appears on the recorded plat. Laths, with or without flagging, driven beside metal pipe stakes do not constitute corner stakes but serve only to signalize and identify corner stakes. Said corner stakes will not only furnish a means for determining lot
boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have care and charge of stakes marking their respective lots and shall be responsible for their preservation. Since restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Lot owners may hire said partnership to replace stakes damaged or destroyed from any cause, or may engage any registered land surveyor to perform that work.

Accidental displacement of stakes and laths during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Neither the Developer nor its engineers or surveyors express or imply any warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to stakes in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building, or other improvement, they shall be responsible for comparing all linear and angular measurements between corner staked found at the site with such dimension exhibited on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

36. MUD CONTROL: Prior to, during, or after construction of any improvements on any lot, the Builder or the Property Owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. Should mud or other debris be distributed on any public street or other area of Apple Creek, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 39 below. The Builder or Property Owner further holds Apple Creek Development, Inc., its agents, engineers, contractors, and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

37. MAILBOXES: The Developer will furnish specifications for a mailbox with post assembly. The owner or his contractor shall purchase and install said mailbox at the owner's expense. No other type of mailbox or mailbox post shall be erected or be permitted to remain at any lot unless approved beforehand by the committee.

38. INLET AND CATCH BASIN CASTINGS, CLEANING OF: To facilitate storm water removal from streets and other areas, the Hendricks County Highway Department may keep castings of inlets and catch basins free of silt, debris, and the accumulation of any other foreign matter. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.
39. **ENFORCEMENT.** If any Property Owner, his or her family members, guests, employees, or agents shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated therein, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated therein, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 18% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that shall be made pursuant to this paragraph. Any right, duty, or power designated herein to the committee shall likewise be extended to any lot owner damaged as a result of a violation of any covenant herein.

40. **STREETS:** All streets and roads shown on the plat and not heretofore dedicated are hereby dedicated to Hendricks County for Public use.

41. **TERM:** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them until July 1, 2013, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three-fourths (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
42. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of Apple Creek Development, Inc., represents and certifies that he is a duly elected representative of said corporation and has been fully empowered by proper resolution of the shareholder or directors of said corporation to execute and deliver this dedication.

IN WITNESS WHEREOF, the said Apple Creek Development, Inc., by C. Reid Priest, President, Developer of the above-described real estate, has set its hand and seal this 10th day of October, 1995.

[Signature]
C. Reid Priest, President
Apple Creek Development, Inc.

STATE OF INDIANA  )
COUNTY OF HENDRICKS  ) SS:

Before me, a Notary in and for the above named county and state, appeared C. Reid Priest who affixed his signature to the foregoing document and affirmed that this was his voluntary act and deed for the purposes expressed therein.

Date: August 1, 1994. October 10, 1995
Resident of Hendricks County, Ind.

[Signature]
Brenda J. Fleche, NOTARY.

ENTERED FOR RECORD

[Signature]
HENDRICKS COUNTY RECORDER

THIS INSTRUMENT PREPARED BY:
C. REID PRIEST
P. O. Box 592
1001 Bloomington Suite 501,
Greencastle, Indiana 46135-0592
(317) 653 5686
CODE OF BY-LAWS OF
APPLE CREEK PROPERTY OWNERS ASSOCIATION, INC.

An Indiana Nonprofit Corporation

TABLE OF CONTENTS

ARTICLE I
NAME
Section 1.1 Name ............................................. 1

ARTICLE II
IDENTIFICATION & APPLICABILITY
Section 2.1 Identification and Adoption ................. 1
Section 2.2 Individual Application .................... 1

ARTICLE III
MEETINGS OF ASSOCIATION
Section 3.1 Purpose of Meetings ....................... 2
Section 3.2 Annual Meeting ......................... 2
Section 3.3 Regular Meetings ....................... 2
Section 3.4 Special Meetings ....................... 2
Section 3.5 Notice and Place of Meetings ............. 1
Section 3.6 Voting ........................................ 1
Section 3.7 Conduct of Annual Meeting .............. 1
Section 3.8 Conduct of Special Meeting ............. 1
Section 3.9 Written Ballot ................................ 1

ARTICLE IV
BOARD OF DIRECTORS
Section 4.1 Board of Directors ....................... 1
Section 4.2 Additional Qualifications .................. 1
Section 4.3 Term of Office and Vacancy ............... 1
Section 4.4 Removal of Directors .................... 1
Section 4.5 Duties of the Board of Directors .......... 1
Section 4.6 Powers of the Board of Directors ........ 1
Section 4.7 Compensation ................................ 1
Section 4.8 Meetings and Notice ...................... 1
Section 4.9 Waiver of Notice ............................ 1
Section 4.10 Quorum ...................................... 1
Section 4.11 Bond .......................................... 1
Section 4.12 Informal Action by Directors .......... 1
Section 4.13 Standards of Conduct and Liability of Directors and Officers 1

ARTICLE V
OFFICERS
Section 5.1 Officers of the Corporation .............. 9
Section 5.2 Election of Officers ....................... 9
Section 5.3 The President ............................ 9
Section 5.4 The Vice-President ....................... 9
Section 5.5 The Secretary ............................ 9
Section 5.6 The Treasurer ............................ 9

Cross-Reference: 16931 and 95-17454
ARTICLE VI
ADDITIONAL RIGHTS AND DUTIES OF BOARD
Section 6.1. Right of Board to Adopt Rules and Regulations

ARTICLE VII
IDENTIFICATION
Section 7.1. Indemnification of Directors and Officers

ARTICLE VIII
MISCELLANEOUS
Section 8.1. Fiscal Year
Section 8.2. Personal Intestate
Section 8.3. Contingent, Checks, Notice, etc.

ARTICLE IX
AMENDMENT TO BY-LAWS
Section 9.1. Amendment
CODE OF BY-LAWS OF
APPLE CREEK PROPERTY OWNERS ASSOCIATION, INC.
An Indiana Nonprofit Corporation

ARTICLE I
NAME

Section 1.1. Name. The name of this corporation is Apple Creek Property Owners Association, Inc. (hereinafter referred to as "Association").

ARTICLE II
IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Apple Creek Subdivision in Hendricks County, Indiana, consisting of one hundred twenty-four (124) Lots and Common Areas, and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 2.2. Individual Application. Each of the Owners within the Apple Creek Subdivision shall automatically and mandatorily be Members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Restrictive Covenants for Apple Creek, Sections I and II, being recorded in the Hendricks County Recorder’s Office, respectively, on August 22, 1994, as Instrument No. 16931 and on October 10, 1995, as Instrument No. 95-17434 (hereinafter referred to collectively as “Restrictive Covenants”), together with all amendments thereto, the Articles of Incorporation, the rules and regulations of the Association and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Restrictive Covenants, the Articles of Incorporation, these By-Laws, and the Indiana Nonprofit Corporation Act of 1991 (the “Act”), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Restrictive Covenants are incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Restrictive Covenants shall apply to and govern the interpretation of the Articles of Incorporation and these Code of By-Laws. The definitions and terms, as defined and used in the Restrictive Covenants, shall have the same meaning in the Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Section 1 of the Restrictive Covenants containing definitions for terms, unless otherwise indicated herein.
ARTICLE III

MEETINGS OF ASSOCIATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors and for such other purposes as may be required by the Restrictive Covenants, these By-Laws, the Articles, or the Act.

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

Section 3.3. Regular Meetings. A Regular Meeting for the Members of the Association shall be held in the month of January or February of each year, with the specific date, time and place to be determined by the Board of Directors. At each Regular Meeting, the Members shall vote upon and approve the budget for the year, either as proposed by the Board of Directors or as modified by the Members at the meeting.

Section 3.4. Special Meetings. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.5. Notice and Place of Meetings. All meetings of the Members of the Association shall be held within Apple Creek or at any suitable place in Hendricks 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 therein not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice. If at any meeting an amendment to the Restrictive Covenants, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Members at their respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Act before adjournment.
Section 3.6 Voting

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

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

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. However, proxies can only be used for the election of Directors at the Annual Meeting and the approval of the annual budget at the Regular Meeting, and for no other purposes. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Restrictive Covenants, these By-Laws, or the Articles or the Act, the presence of Owners or their duly authorized representatives owning at least ten percent (10%) of the total number of Lots shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term “Majority of Owners” shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Lots, and the term “Majority of the Vote” shall mean a
majority of the votes of the Owners present or represented at a meeting at which a quorum is present.

Section 3.7. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Association. The President 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 regular or special meeting of the Members held subsequently thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(c) hereof.

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

3) Election of Board of Directors. Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

4) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.5(c) hereof.

5) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Restrictive Covenants or assigned by the Board of Directors shall be presented.

6) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting.

Section 3.8. Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association. 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.

Section 3.3. Written Ballots. In lieu of any annual or special meeting of the Members, written ballots may be utilized in the manner prescribed in the Act.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Association shall be governed and managed by the Board of Directors (hereinafter sometimes collectively called "Board" and individually called "Director"). The Board of Directors shall be composed of nine (9) persons who each own at least one (1) Lot.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Association. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removal Director(s).
Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate by the Board’s business judgment, the following:

(a) Protection, repair and replacement of the Common Areas and Landscape Easements as described in the Restrictive Covenants, unless the same are otherwise the responsibility or duty of the Owners; 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 community street lights and related equipment;

(c) Landscaping, painting, decorating, and furnishing of the Common Areas and Landscape Easements as described in the Restrictive Covenants;

(d) Assessment and collection from the Owners of the Owners’ pro-rata share of the Common Expenses;

(e) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of Association’s Regular Meeting is mailed or delivered;

(f) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the notice of the Association’s Regular Meeting;

(g) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas and Landscape Easements, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;

(h) Procuring and maintaining in force all insurance coverage required by the Restrictive Covenants;

(i) Performing such other duties as may be reasonably inferred from the provisions of the Restrictive Covenants.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:
(a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods;

(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 Directors;

(c) To procure for the benefit of the Owners fire and extended coverage insurance covering the buildings and improvements on the Common Areas to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Restrictive Covenants, for the benefit of the Owners and the Association;

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

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

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

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

(h) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Compensation. No Director or Officer shall receive any compensation for his or her services as such except as may be expressly authorized by a majority of Owners as defined in Section 3.6(c) hereof. The Managing Agent (if any) shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.
Section 4.8. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such 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 as shall be designated in the notice. To the extent provided in the Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any other means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.9. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.10. Quorum. At all meetings of the Board, unless the Act or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.11. Bond. The Board of Directors may, in their discretion, require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide security bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wilful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.12. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.13. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Act, as the same may be amended from time to time.
ARTICLE V
OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more officers 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 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.6.1 hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or the President.

Section 5.5. The Secretary. The Secretary shall 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 proceedings of such meetings, shall authenticate the Association’s records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time
time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for moneys and other assets of the Association to the extent appropriate as part of its duties.

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

ARTICLE VI
ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Real Estate as the Board may deem desirable, including but not limited to the use of the Common Areas and the Lots. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VII
INDEMNIFICATION

Section 7.1. Indemnification of Directors and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereafter amended.

ARTICLE VIII
MISCELLANEOUS

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

Section 8.2. Personal Interests. Except as permitted under Section 4.7 hereof, no Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association’s behalf.
Section 8.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Association, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and at least one other member of the Board of Directors.

ARTICLE IX
AMENDMENT TO BY-LAWS

Section 9.1. Amendment. These By-Laws may be amended by a Majority of the Vote as defined in Section 3.6(p) hereof in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Restrictive Covenants, the Act, or these By-Laws, as the same may be amended from time to time.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Code of By-Laws after the same were approved and ratified by the Association’s Board of Directors, and hereby certify the truth of the facts herein stated, this 26th day of October, 2004.

Apple Creek Property Owners Association, Inc., by

[Signature]

Steve McArthur, President

[Printed & Title]
STATE OF INDIANA  
COUNTY OF HENDRICKS  

Before me, a Notary Public in and for said County and State, personally appeared Steve McIntire and Loca R. Smith, the President and Secretary/Treasurer, respectively, of Apple Creek Property Owners Association, Inc., who acknowledged execution of the foregoing Code of By-Laws of said corporation for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Notary Public 

My Commission Expires: 8-28-07

Residence County: Hendricks

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Attorney at Law, Ends Murray & Pugh, P.C., 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.