FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF SANDPIPER BAY
PROPERTY OWNERSHIP

This First Amendment made this 24th day of August, 1983, by THE RYLAND GROUP, INC., a Maryland corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. On the 25th day of March, 1983, Declarant filed of record in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-19154, a Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership Section I ("Declaration"). A Supplemental Declaration for Sandpiper Bay Section II was filed in the Office of the Recorder of Marion County, Indiana on the 24th day of June, 1983, as Instrument No. 83-43670.

B. The Department of Housing and Urban Development, after reviewing the Declaration, has requested that certain changes be made to Section 12(f) and Section 24(a)(iv) and (viii) to comply with certain requirements of the Department of Housing and Urban Development. The purpose of this amendment is to make those changes.

C. Pursuant to Section 24(b), Declarant has the right to unilaterally amend the documents to comply with the requirements of the Department of Housing and Urban Development, and Declarant, by execution of this First Amendment, is making such an amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The first paragraph of Section 12(f) of the Declaration is hereby amended to read as follows:
Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Tract, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility of the Owners) and the maintenance, repair, upkeep and replacement of such exterior portions of the Dwelling Units as designated in this Declaration and the collection and disbursement of the Common Expenses. The Board shall (unless Owners with at least sixty-seven percent (67%) of the vote and fifty-one percent (51%) of the vote of the mortgagees determine otherwise) employ on behalf of the Corporation a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find in its discretion reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties which include, but are not limited to:

2. The first sentence in Section 24(a)(iv) is amended to read as follows:

Any proposed amendment to the Declaration must be approved during the first twenty (20) years after the date of the execution of the Declaration by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners.

3. Section 24(a)(viii) shall be amended to read as follows:

Recording. Each amendment to the Declaration shall be executed by that number of Owners necessary to approve such amendment and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

4. Except as provided above in this First Amendment, all other provisions in the Declaration shall remain unchanged.
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed the day and year first above written.

THE RYLAND GROUP, INC.

By ____________
Ronald Carter
Vice President

STATE OF INDIANA    
)    SS:
COUNTY OF MARION    

Before me, a Notary Public in and for said County and State, personally appeared Ronald Carter, by me known and by me known to be the Vice President of The Ryland Group, Inc., who acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 24th day of August, 1983.

LANA Y. SMITH
Notary Public

(Pринted Signature)

My Commission Expires: 12-16-83

My County of Residence: JOHNSON

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 3900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.
SECOND AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
OF SANDBIPER BAY PROPERTY OWNERSHIP

This Second Amendment made this 27th day of FEBRUARY, 1986
by the Ryland Group, Inc., a Maryland corporation ("Declarant")

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. On the 25th day of March, 1983 Declarant filed a
Declaration of Covenants and Restrictions of Sandpiper Bay
Property Ownership Section I recorded in the Office of the
Recorder of Marion County, Indiana as Instrument No. 83-19154,
("Declaration"), as amended by First Amendment to Declaration
of Covenants and Restrictions of Sandpiper Bay Property
Ownership recorded in the Office of the Recorder of Marion
County, Indiana as Instrument No. 83-63312 and by Supplemental
Declarations for Sandpiper Bay as recorded in the Office of the
Recorder of Marion County, Indiana as Instrument No. 83-43670,
No. 84-10567 and Instrument No. 85-92410 and an Amended and
Restated Fourth Supplemental Declaration of Covenants and
Restrictions of Sandpiper Bay Ownership recorded as Instrument
No. 85-9052.4.

B. Pursuant to paragraph 1(j) of the Declaration,
Declarant Ryland Group, Inc. desires to assign the rights of
the Declarant under the Declaration, as amended, to R.N.
Thompson & Associates, Inc.. The purpose of this Amendment is
to make and document that change.

NOW, THEREFORE, the Declaration is hereby amended as
follows:
1. Paragraph 1(j) of the Declaration is amended to substitute R.N. Thompson & Associates, Inc. for Ryland Group, Inc. as the Declarant and Declarant Ryland Group, Inc. hereby assigns all the rights of the Declarant under the Declaration to R.N. Thompson & Associates, Inc.

2. Except as provided above in this Second Amendment assigning the rights of the Declarant under the Declaration to R.N. Thompson & Associates, Inc., all other provisions of the Declaration, as amended, shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed the day and year first above written.

RECEIVED

MAR 07 1986
PIKE TOWNSHIP
ASSessor

ATTEST:

Larry Smith
Secretary

Ronald Carter, Vice President

STATE OF (INdIANA )
COUNTy OF (MADISON )

Before me, a Notary Public in and for said County and State, personally appeared Ronald Carter and Larry Smith, by me known and by me known to be the Vice President and COORDINATOP, respectively, of Ryland Group, Inc., who acknowledged the execution of the foregoing "Second Amendment to Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership" on behalf of said corporation.

Witness my hand and Notarial Seal this 27 day of FEBRUARY, 1986.

Notary Public

Tammy D. Jackley
(Printed Signature)

Commission Expires: 8-25-89

County of Residence: MARION
THIRD AMENDMENT

to the

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SANDPIPER BAY
PROPERTY OWNERSHIP
SECTION I

COMES NOW the Sandpiper Bay Homeowners Association, Inc., by its Board of Directors, on this 2 day of August, 2016, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Marion County, Indiana commonly known as Sandpiper Bay was established upon the recording of certain documents with the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Plat for Sandpiper Bay Section I was recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-19155; and

WHEREAS, the Sandpiper Bay community was bound by the Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership Section I ("Declaration"), recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-
19154; the First Amendment to Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership recorded in the Office of the Recorder of Marion County, Indiana, on September 1, 1983, as Instrument #83-63312; and as amended by the Second Amendment to Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership recorded in the Office of the Recorder of Marion County, Indiana, on March 7, 1986, as Instrument #860019505; and

WHEREAS, the foregoing Declaration states that by taking a deed to any Lot or Dwelling Unit as set forth on the Plat for the Sandpiper Bay development, each owner will become a mandatory member of the Sandpiper Bay Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

WHEREAS, the Association was incorporated as provided in the Declaration as a nonprofit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on March 31, 1983; and

WHEREAS, Indiana Code 32-25.5-3-9 states "The governing documents must contain provision allowing the owners to amend the governing documents at any time, from time to time, subject to the following: (2) The consent of the owners to the amendment has been obtained as evidenced by either of the following: (A) The vote of the owners at a meeting duly called for the purpose of considering the amendment; (B) A written instrument signed by the owners. The governing documents may not require that the consent of more than seventy-five percent (75%) of the owners is required for consent under this subdivision."); and

WHEREAS, Indiana Code 32-25.5-3-9 states "The governing documents must contain provision allowing the owners to amend the governing documents at any time, from time to time, subject to the following: (3) If the consent of first mortgage holders is required, only first mortgage holders that provide an address to the secretary of the board must be notified."); and

WHEREAS, the Declaration, Paragraph 24(a)(iv), requires a proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and

WHEREAS, the Declaration, Paragraph 24(a)(vi), requires a proposed amendment to the Declaration regarding the leasing of Dwelling Units to be approved by at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages; and

WHEREAS, Indiana Code 23-17-10-8 states that any action that may be taken at a meeting of the members may be taken without a meeting if the corporation delivers a written ballot containing the required information as set forth in the statute to every member entitled to vote on the matter; and

WHEREAS, the Bylaws of the Association states in Article II, Section 2.08(d), that "The owners representing a majority of the vote shall constitute a quorum at all meetings."); and
WHEREAS, in lieu of a meeting, the Association delivered proper written ballots to all eighty-eight (88) of its members, and the Association received sixty-six (66) votes, which constitutes more than a majority of the owners; and

WHEREAS, as to the proposed amendment to Paragraph 23(q) of the Declaration which involves the leasing of Dwelling Units, fifty-three (53) owners voted to approve the amendment, while thirteen (13) owners voted against the amendment, which means the proposed amendment was approved by more than the required seventy-five percent (75%) as set forth by IC 32-25.5-3-9 and Paragraph 24(a)(vi) of the Declaration. No mortgage holders have provided an address to the secretary of the board as required by IC 32-25.5-3-9, so no mortgage holders were notified of this proposed amendment; and

WHEREAS, as to the proposed amendment to Paragraph 29 of the Declaration, fifty-five (55) owners voted to approve the amendment, while eleven (11) owners voted against the amendment, which means the proposed amendment was approved by more than the required seventy-five percent (75%) as set forth by IC 32-25.5-3-9 and Paragraph 24(a)(iv) of the Declaration; and

WHEREAS, the ballots and signatures of the voting Owners are attached to this Amendment as “Exhibit A”; and

WHEREFORE, in accordance with IC 32-25.5-3-9, IC 23-17-10-8, and Paragraph 24(a)(vi) and (vi) of the Declaration, the Owners in Sandpiper Bay now amend the Declaration as follows:

Paragraph 23(q) of the Declaration is amended to read as follows:

(q) For the purpose of maintaining the congenial and residential character of Sandpiper Bay, for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Sandpiper Bay community, and in an effort to limit investment purchasers, institutional buyers, and others from buying properties within the Sandpiper Bay subdivision solely for the purpose of leasing or renting the properties in the subdivision, all homes in the Sandpiper Bay development must be OWNER OCCUPIED for a minimum of five (5) years from the date the Owner(s) takes title to a property within the Development. The term “Owner Occupied” means that the home must be occupied by the titled Owner(s), the titled Owner’s spouse or significant other, the titled Owner’s dependent children, the titled Owner’s live-in caretaker, and any temporary visitors and guests of the titled Owner, so long as the titled Owner(s) also lives in the home. The term “Owner Occupied” does not include the representatives, employees, agents or guests of a corporation, partnership, or other entity.

During this five (5) year period of required Owner Occupancy, a home may NOT be occupied by anyone renting, leasing, leasing to own, or purchasing on contract the home. Any lease, rental agreement, purchase contract, or similar document entered into after this covenant is recorded shall be voidable in the sole discretion of the Association’s Board of Directors.

The Board may approve a hardship exception to this restriction in writing when deemed reasonably appropriate by the Board under the particular circumstances, such as for estate planning or to comply with state or federal laws. A decision of whether to grant a hardship
exception is strictly within the sole discretion of the Board, and may not be overturned by any court unless shown to violate federal or state law.

Once the five (5) year owner-occupancy period has expired, the titled Owner(s) of a lot may lease his property, but all leases must be in writing for a period of at least one (1) year, must lease the whole Unit, must inform the renter that failure to comply with the terms of the Declaration is a default under the lease, and the Owner(s) must provide the Association with a copy of the lease (amounts redacted).

This rental restriction takes effect on the date this covenant is recorded with the Marion County Recorder’s Office. This rental restriction will apply to all Owners taking deeded title to a property in Sandpiper Bay after this covenant is recorded. Any Owner taking deeded title to a property within Sandpiper Bay before this covenant is recorded will not be subject to the five (5) year owner-occupancy restriction, but will be subject to all other provisions of this covenant. Likewise, this provision does not apply to institutional mortgagees of any home in Sandpiper Bay which comes into possession of the home by reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting his property.

Paragraph 29 of the Declaration is amended to read as follows:

29. **Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot. In addition, no delay or failure on the part of the Association or any owner to seek any available remedy regarding a violation of any provision of the Declaration or adopted rule of the Association will be a waiver by the Association or any owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of the Declaration or rule adopted by the Association. Likewise, no delay or failure of the Association or any owner to enforce any particular provision of the Declaration or rule adopted by the Association will be a waiver or estoppel of the Association or owner to enforce any other provision of the Declaration or rule adopted by the Association.

All other provisions of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I remain unchanged;

The foregoing amendment(s) will run with the land and will be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to these covenants.

[End of Amendment]
We certify that this Third Amendment to the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I was duly moved and passed by more than seventy-five percent (75%) of the Owners in accordance with IC 32-25.5-3-9, IC 23-17-10-8, and Paragraph 24(a)(vi) and (vi) of the Declaration.

SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

Laura Mitchell
President

8-2-16
Date

LAURA MITCHELL  
Printed Name of Director

ATTEST:

Garrett Peschke  
Secretary

8-2-16
Date

Tina Fissler  
Printed Name of Director

DEPT. OF METROPOLITAN DEVELOPMENT  
ADMINISTRATOR

DATE 8-23-16
STATE OF INDIANA   )
COUNTY OF MARION  )

Before me a Notary Public in and for said County and State, personally appeared
Laura Mitchell and Tina Essler, the President and Secretary, respectively, of Sandpiper Bay Homeowners Association, Inc., who acknowledged execution of the foregoing Third Amendment to the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 2 day of August, 2016.

Christina G. Short  Marion
Notary of Public — Signature  County of Residence

4/15/17
Date Commission Expires

I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. — Scott A. Tanner

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227
EXHIBITA

BALLOTS

88 TOTAL UNITS

(75% vote of the owners at a meeting duly called)

AMENDMENT OF PARAGRAPH 23(q)

51 “YES” VOTES
12 “NO” VOTES

(Amendment Passes)

AMENDMENT OF PARAGRAPH 29

53 “YES” VOTES
10 “NO” VOTES

(Amendment Passes)
Sandpiper Bay Amendments

88 condos

66 votes returned equals 75% of the homeowners.

Question 1  Yes - 53    No – 13
Question 2  Yes - 55    No - 11


<table>
<thead>
<tr>
<th><strong>BALLOT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>&quot;YES&quot; means you think the Amendment <strong>should</strong> be approved.</strong></td>
</tr>
<tr>
<td><strong>&quot;NO&quot; means you think the Amendment <strong>should NOT</strong> be approved.</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: [Signature]

Printed Name: Vinson Abraham

Address: 9475 Sandpiper W. Drive

Date: 6-2-16

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
“YES” means you think the Amendment should be approved.
“NO” means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) of the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

```
Ashley Arend
Signature

Ashley Arend
Printed Name

9511 Sandpiper West Drive
Indianapolis, IN 46268
Address

2/15/2016
Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
```
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

| Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | YES | NO |
| Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | YES | NO |

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
Ann Brown
Printed Name
9514 Sandpiper East
Address

Date
9-2-16

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</strong></td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td><strong>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</strong></td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Jane Byus**  
Signature

**Feb 24, 2016**  
Date

**Jane Byus**  
Printed Name

**3173 Sandpiper Dr.**  
Address

*If you're mailing in your ballot, please send it to:*  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
"YES" means you think the Amendment should be approved. 
"NO" means you think the Amendment should NOT be approved. 

| Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | YES | NO |
| Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | YES | NO |

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
ARMAN COLON

Printed Name
9491 SANDPIPER W

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Jonathan Cameron        6/2/16
Signature                Date

Jonathan Cameron
Printed Name

3235 Sandpiper Rd. Drive
Address

If you’re mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vii) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/disapproval of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature  Sara Carroll

Date  2-8-2016

Printed Name  Sara Carroll

Address  3177 Sandpiper North Drive

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Trent Carson
Signature

2/8/16
Date

Trent Carson
Printed Name

3113 Sandpiper N Dr.
Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>Yes</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

_Signed_  

**Signature**  

**J. P. Varr**

**Date**  

2-9-16

**Printed Name**  

Christine Cart

---

If you're mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners, and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

RUTH COHEN
Printed Name

3170 Sandpiper Sc Dr
Address

If you are mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Gloria M. Conners
Signature

Gloria M. Conners
Printed Name

3236 Sandpiper Dr.
Address

02-24-2016
Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
“YES” means you think the Amendment **should** be approved.

“NO” means you think the Amendment **should NOT** be approved.

<table>
<thead>
<tr>
<th>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: [Signature]

Printed Name: Wesley Louch

Address: 3144 Sandpiper S Dr

Date: May 24, 2016

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✔</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**  

Patrick Cullen

**Date**  

6/6/16

**Printed Name**  

Patrick Cullen

**Address**  

3094 Sandpiper South Dr.

---

If you're mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment *should* be approved.

"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</strong></td>
<td>yes</td>
</tr>
<tr>
<td><strong>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</strong></td>
<td>yes</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vii) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

_Certified by_  

*Signature*  

_DON DAHL_  

_Date_

*Printed Name*  

3125 Sandpiper N Dr Indianapolis, IN 46268  

*Address*

If you’re mailing in your ballot, please send it to:  

Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
Dawn Daugherty

Date
1/2/16

Printed Name
Dawn Daugherty

Address
9818 Sandpiper Dr

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>√</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Yes

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Yes

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Date

Printed Name

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised
"YES" means you think the Amendment should be approved. "NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagors holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Debra A. Drake
Signature

Debra A. Drake
Printed Name

3117 Sandpiper N. Dr
Address

5/24/11
Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

**Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?**

X

**Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?**

X

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Debra Dunn

Signature

Debra Dunn

Printed Name

3110 Sand Piper So DR

Address

5-23-16

Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Bailot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: Janae Eissler  
 Date: 2-22-16

Printed Name: Janae Eissler

Address: 3155 Sandpiper W. Dr.

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
 c/o Property Services Group
 1309 Reeves Road
 Plainfield, IN 46168
 Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

_Sniezana Pasic_

Signature

_06/06/16_

Date

_Sniezana Pasic_

Printed Name

_9535 Sandpiper West Jr_

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: R. F. 
Printed Name: Kathleen Fos 
Date: 2-8-16

For Unit #9539 West 18th

If you’re mailing in your ballot, please send it to: 
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/reviused
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

[Signature]
Date: 07 Feb 2015

Printed Name: George Frente
Address: 9479 Sandpiper Dr.

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment *should* be approved. 
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

| Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | ❑ |
| Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | ❑ |

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

Shawn Gearhart

**Printed Name**

3198 Sandpiper South Dr

**Address**

**Date**

6-5-16

**If you're mailing in your ballot, please send it to:**

Sandpiper Bay Homeowners Association

c/o Property Services Group

1309 Reeves Road

Plainfield, IN 46168

Ballot 2/revised
<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

**Date**

**Printed Name**

**Address**

*If you're mailing in your ballot, please send it to:*

Sandpiper Bay Homeowners Association

C/O Property Services Group

1309 Reeves Road

Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages. I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Megan G. [Signature]

5/23/16 [Date]

Megan G. [Printed Name]

3219 Sandpiper N [Address]

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
  c/o Property Services Group
  1309 Reeves Road
  Plainfield, IN 46168
  Ballot 2/revised
**BALLOT**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

1. Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? [ ]

2. Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? [ ]

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vii) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

Bonnie J Grumble

**Printed Name**

Bonnie J Grumble

**Address**

3190 Sandpiper South Dr

2-8-14

Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23q (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Date

Printed Name

Address

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

K A Hill

2/8/16

Kevin A. Hill

3185 Sandpiper N. Dr.

If you're mailing in your ballot, please send it to:

Sandpiper Bay Homeowners Association

c/o Property Services Group

1309 Reeves Road

Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

__________________________  2/23/16
Signature                   Date

__________________________
Printed Name

__________________________
Address

*If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised*
**BALLOT**

"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a) (iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners, and in the case of any proposed leasing amendment, it must receive the consent of not less than seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature:**

**Date:** 2/18/15

**Printed Name:** Kevin A. Hiea

**Address:** 9471 Sandpiper W. Dr

---

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/O Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
“YES” means you think the Amendment should be approved. 
“NO” means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Printed Name

Address

5-23-16

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/O Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment **should** be approved.
"NO" means you think the Amendment **should NOT** be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagors holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am the owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an owner in Sandpiper Bay, whichever occurs first.

Constance Hovan
Signature

Constance Hovan
Printed Name

3143 Sandpiper N. Drive
Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/O Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
“YES” means you think the Amendment should be approved. 
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

OLIVER HOWELL

Printed Name

3132 Sandpiper St. Dr.

Address

2/24/2016

Date

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
<table>
<thead>
<tr>
<th>&quot;YES&quot; means you think the Amendment should be approved.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;NO&quot; means you think the Amendment should NOT be approved.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | ✓   |    |
| Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? | ✓   |    |

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
James D. Hazen
Printed Name
0238 Sandpiper N Dr.
Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised

Date 03/16
**BALLOT**

"YES" means you think the Amendment *should* be approved.  
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>√</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>√</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature  

Date  

Printed Name  

Address  

If you’re mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Benjamin Kemp

Printed Name

5258 Sandpiper N Dr

Address

5-24-16

Date

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Yes

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Yes

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
Corrin Kennedy
Printed Name
Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
S. 23. 16
Date

9522 Sandpiper Dr.

Drive
"YES" means you think the Amendment **should** be approved.
"NO" means you think the Amendment **should NOT** be approved.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Covenants and Restrictions for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Covenants and Restrictions for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

**Date**

**Printed Name**

**Address**

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Hayla Kostek

Date
2/10/16

Signature

Hayla Kostek

Printed Name

9467 Sandpiper West Drive

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? ✓

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? ✓

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

David McIntire
Signature
David McIntire
Printed Name
3105 Sandpiper N. Dr.
Address

2/11/16
Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

_SIGNATURE_

(signature)

_DATE_

(date)

_Printed Name_

(Signature)

_Address_

(Address)

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) **Leasing** of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

Should the Changes to Paragraph 29 **Waiver** of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

---

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Laura E MitziHeu  
Signature  
Feb 10, 16  
Date  

LAURA E MITZIHEU  
Printed Name  
3151 Sandpiper N Dr  
Indianapolis, IN 46268  
Address  

If you’re mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages. I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24,2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

**Date**

**Printed Name**

**Address**

If you’re mailing in your ballot, please send it to:

Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved. "NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Should the Changes to Paragraph 23(a) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

X

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

X

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Sandra Neudigate
Signature

2-19-16
Date

Sandra Neudigate
Printed Name

3231 Sandpiper Dr N
Address

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
 c/o Property Services Group
 1309 Reeves Road
 Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

(Signature)

Date: 2/28/16

Printed Name: Samantha Bara

Address: 91462 Sandpiper Dr

---

**If you’re mailing in your ballot, please send it to:**
Sandpiper Bay Homeowners Association
 c/o Property Services Group
 1309 Reeves Road
 Plainfield, IN 46168

Balot 2/revised
**BALLOT**

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the Cherry Tree community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on __________ 2015, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by __________, 2015, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

David M. Padgett

**Printed Name**

David M. Padgett

**Address**

5110 Sandpiper East Drive

**Date**

2-16-2016

If you're mailing in your ballot, please send it to:

Sandpiper Bay Homeowners Association

c/o Property Services Group

1309 Reeves Road

Plainfield, IN 46168
“YES” means you think the Amendment should be approved.
“NO” means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? X

X

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? X

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Naomi Patterson

Signature

Printed Name

2/22/16

Date

9474 Sandpiper East

Address

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Deborah L. Phillips

Date

19 Feb 2016

Address

9462 Sandpiper E. Dr

If you're mailing in your ballot, please send it to:

Sandpiper Bay Homeowners Association

c/o Property Services Group

1309 Reeves Road

Plainfield, IN 46168

Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Signature

Matthew Pritzker

Printed Name

3139 Sandpiper

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Date

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? |
|-----|----|
|     |    |

| Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? |
|-----|----|
|     |    |

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: [Signature]

Printed Name: Paulette Purdum

Address: 3122 Sandpiper S. A

Date: 5/24/16

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td>✓</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

Melinda Range

**Printed Name**

**Address**

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
 c/o Property Services Group
 1309 Reeves Road
 Plainfield, IN 46168
 Ballot 2/revised

**Date**

5-24-16
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Date

Printed Name

Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature: ____________________________
Date: 2/9/16
Printed Name: Melissa Rversible
Address: 9487 Sandpiper Dr., 46248

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/O Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covens and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covens and Restrictions for Sandpiper Bay Property Ownership be approved?</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(v) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Therese Schapker

Date: 6/7/16

Printed Name: Therese Schapker

Address: 311 Sandpiper N. Dr.

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168
Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vii) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

[Signature]
Charles Schwanda
9544 E East
Bldg 12

[Date]
2/20/16

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
**BALLOT**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?  

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**  

**Date**  

**Printed Name**

**Address**

*If you’re mailing in your ballot, please send it to:*  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
"YES" means you think the Amendment should be approved.  "NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?**

**Yes**

**Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?**

**Yes**

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

**Signature**

Brian S. Stiegler

**Printed Name**

3090 Sandpiper S. Drive

**Address**

2-8-2016

**Date**

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(ii) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature  
CARRIE J STORMS  
Date  
5.23.16  
Printed Name  
3208 SANDPIPER S. Dr  
Address

If you’re mailing in your ballot, please send it to:  
Sandpiper Bay Homeowners Association  
c/o Property Services Group  
1309 Reeves Road  
Plainfield, IN 46168  
Ballot 2/revised
**BALLOT**

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) **(Leasing)** of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a "yes" or "no" vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Gisela Trueblood

Printed Name

2227 Sandpiper Bay N. Dr, Indianapolis, IN 46268

Address

2.13.2016

Date

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES” means you think the Amendment should be approved.  
"NO” means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Jeffrey Vincent
Signature

Tiffany Vincent
Printed Name

5.21.16
Date

316, Sandpiper S. Dr.
Address

If you're mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
“YES” means you think the Amendment should be approved.  
“NO” means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay.  According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature

Date

Address

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
C/O Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
"YES" means you think the Amendment should be approved.
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? [ ]

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved? [ ]

According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagors holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Donna White
Signature

Date

2/29/16

Donna White
Printed Name

9560 Sandpiper Dr.
Address

Indy 46268

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
According to the recorded plats for the various sections and subdivisions in the community, there are currently eighty-eight (88) Units in Sandpiper Bay. According to Paragraph 24(a)(iv) and (vi) of the Declaration, any proposed amendment to the Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; and in the case of the proposed leasing amendment, it must receive the consent of at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.

I certify that I am an owner of a lot within the Sandpiper Bay subdivision and am a member in good standing of the Sandpiper Bay Homeowners Association, Inc. I have been given an opportunity to read all of the proposed Amendments to the Declaration. I understand that this ballot needs to be received by the end of business on February 24, 2016, to be counted. However, if an insufficient number of ballots to approve/disapprove these Amendments are returned by that date, I authorize this ballot to be counted toward the approval/denial of these Amendments for a period up to eighteen (18) months from the date this ballot is signed until enough votes are gathered to produce a “yes” or “no” vote on the Amendments, or until I cease being an Owner in Sandpiper Bay, whichever occurs first.

Signature
Angela Young
Printed Name
Angela Young
Address
9527 Sandpiper W Dr

If you’re mailing in your ballot, please send it to:
Sandpiper Bay Homeowners Association
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

Ballot 2/revised
REVISED AND RESTATED

CODE OF BYLAWS

for

SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Sandpiper Bay Homeowners Association, Inc., by its Board of Directors, on this 11 day of February, 2017, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Marion County, Indiana commonly known as Sandpiper Bay was established upon the recording of certain documents with the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Plat for Sandpiper Bay Section I was recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-19155; and

WHEREAS, the Sandpiper Bay community was bound by the Declaration of Covenants and Restrictions of Sandpiper Bay Property Owners Association Section I ("Declaration"), recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-19154; the First Amendment to Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership recorded in the Office of the Recorder of Marion County, Indiana, on September 1, 1983, as Instrument #83-63312; the Second Amendment to Declaration of Covenants and Restrictions of...
Sandpiper Bay Property Ownership recorded in the Office of the Recorder of Marion County, Indiana, on March 7, 1986, as Instrument #860019505; and

WHEREAS, the foregoing Declaration states that by taking a deed to any Lot or Dwelling Unit as set forth on the Plat for the Sandpiper Bay development, each Owner will become a mandatory member of the Sandpiper Bay Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

WHEREAS, the Association was incorporated as provided in the Declaration as a non-profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on March 31, 1983; and

WHEREAS, the Association's Initial Board of Director(s) adopted a Code of Bylaws ("Bylaws") for the Association; and

WHEREAS, Article X, Section 2, of the Articles states "The power to make, alter, amend or repeal the Code of Bylaws and the rules and regulations for the conduct of the affairs of the Corporation, including the power to elect officers of the Corporation, shall be vested in the Board of Directors of the Corporation"; and

WHEREAS, Article VII of the Bylaws states "Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these Bylaws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 24 of the Declaration."; and

WHEREAS, Article X, Section 2, of the Articles and Article VII of the Bylaws contain conflicting language regarding how the Bylaws may be amended; and

WHEREAS, under Indiana Code 23-17-3-8(b), the Bylaws cannot be inconsistent with or conflict with the Articles, and if an inconsistency occurs, the language in the Articles controls; and

WHEREAS, pursuant to Indiana Code 23-17-3-8(b), and Article X, Section 2, of the Articles, the Board of Directors desires to adopt a Revised and Restated Code of Bylaws for the Association; and

WHEREFORE, pursuant to the authority granted to the Board of Directors by the Articles and Indiana law, a majority of the Board of Directors have voted to adopt this Revised and Restated Code of Bylaws. This Revised and Restated Code of Bylaws does not conflict in any manner with any provision contained in the Declaration, the Articles, or Indiana law, and it is the intention of the Association that this Revised and Restated Code of Bylaws replace all formerly adopted Bylaws and any existing Bylaw amendments, if any.

[End of Recitals]
REVISED AND RESTATED

CODE OF BYLAWS

for

SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the corporation is “Sandpiper Bay Homeowners Association, Inc.” (also referred to as “Corporation” or “Association”).

Section 2. Principal Office and Registered Agent. The name and post office address of the principal office of the Association is: Sandpiper Bay Homeowners Association, Inc., 1309 Reeves Road, Plainfield, IN 46168, or as updated from time to time with the Indiana Secretary of State’s Office.

The registered agent of the corporation is currently: Property Services Group, 1309 Reeves Road, Plainfield, IN 46168. However, it should be noted that the registered agent may be a member of the Board of Directors, a hired management agent, or other professional representing the Association and can potentially change from year to year. Therefore, the current registered agent of the Association can be determined through the most recent annual business entity report filed with the Indiana Secretary of State’s office.

The principal office of the Association will also serve as the registered place of business of the Association; however, it should be noted that the principal office for the Association can be changed by the Board of Directors and does not have to be the same as the registered place of business of the Association.

ARTICLE II

Definitions


Section 2. “Articles of Incorporation” or “Articles” means the Articles of Incorporation of the Corporation filed with the Office of the Secretary of State of Indiana, and includes any amendments that have been made to the original Articles.

Section 3. “Association” or “Corporation” means the Sandpiper Bay Homeowners Association, Inc.

Section 4. “Board of Directors” means the Board of Directors of the Association.
Section 5. “Bylaws” means the most current Code of Bylaws, including any amendments or revisions made to it by the Association.


Section 7. “Declaration” means the Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership, Section I, recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-19154, and any amendments later made to the Declaration.

Section 8. “Director” means an individual member of the Board of Directors that has been elected or appointed to the Board of Directors following the procedures outlined in the Bylaws.

Section 9. “Owner” also referred to as “Member”, means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns fee simple title to a Lot.

Section 10. “Property”, “Properties”, “Real Estate” and “Tract” means the real estate described in the Plats, Declaration or identified in the Exhibit(s) attached to the Declaration, and includes all of the property identified on the recorded Plats for the Development, along with any property that may have been later added to the Development, if any.

Section 11. All other terms used in these Bylaws not listed in this Article are to use the meaning given to them in the Declaration or by law.

ARTICLE III
Membership, Meetings, and Voting Rights

Section 1. Membership: All of the terms, provisions, and conditions governing and relating to membership in the Association transfer of membership and voting rights of classes of Members, are listed in the Declaration or Articles and are incorporated into these Bylaws by reference.

Section 2. Quorum and Adjournments: At any meeting of the membership, unless otherwise required by the Declaration or these Bylaws, the presence of Members, in person or by proxy, entitled to cast twenty percent (20%) of the total number of valid and eligible Owner votes will make up a quorum. For purposes of this section, the term “eligible” means any Owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws. If a Member has had his voting rights suspended pursuant to the Declaration, Articles or these Bylaws, then that Member’s vote is not considered a valid or eligible vote toward calculating quorum requirements. After a Member’s vote is represented, either in person or by proxy, for any purpose at a meeting, the Member’s vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, even if the Member leaves the meeting before a vote is taken.

If quorum is not met at the first meeting, that meeting may be adjourned to another date not more than sixty (60) days later. At this second meeting, or meetings, the presence of Members, in person or by proxy, entitled to cast ten percent (10%) of the total number of valid and eligible Owner votes will make up a quorum. Please note that a follow-up meeting(s) may be called without a new notice being sent to the Members if it is called within sixty (60) days following the preceding meeting. If the follow-up meeting is re-set more than sixty (60) days from the previous meeting, then a new meeting notice must be sent to the Members.
At any special meeting of the Members to vote on the removal of a director(s), the presence of Members, in person or by proxy, entitled to cast fifty percent (50%) of the total number of valid and eligible Owner votes will make up a quorum. This quorum will not drop at any subsequent meetings held on this issue.

Section 3. Meetings: Meetings of the Members of the Association will follow these procedures:

A. **Place.** Meetings of the Members will be held in Marion County, Indiana, at a location picked by the Board of Directors of the Association.

B. **Annual Meeting.** The Board of Directors of the Association will set a date for the Association’s Annual Meeting to be held each year. The only limitation to setting the date for the Annual Meeting is that the Annual Meeting must be held within fifteen (15) months after the previous annual meeting. However, the specific date, time and place of the Annual Meeting are to be determined by the Board of Directors. At each Annual Meeting, the Members may conduct director elections, unless a separate date for director elections is used, and transact any other Association business to be properly addressed at the meeting.

C. **Special Meetings.** A Special Meeting of the Lot Owners may be called by: a) the President; b) resolution approved by a majority of the Board of Directors; or c) by written petition signed by at least ten percent (10%) of the lot Owners. The petition must be presented to the President or Secretary of the Association and must state the purpose(s) for which the Special Meeting is to be called. A Special Meeting may be called by the membership only to address items that are within the member’s authority to review and vote upon. The percentage required for a quorum has no impact on the percentage of Owners necessary to approve an amendment to the Declaration.

The Board of Directors has thirty (30) days from the date the Secretary receives a properly signed petition from the members to send a notice to the membership calling the requested Special Meeting. The purpose(s) of the Special Meeting, along with the date, time and location of the Special Meeting must be stated in the meeting notice sent to the lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the lot Owners are present.

It should be noted that according to the Act the members may not call or hold a Special Meeting of the members without first submitting a petition, signed by not less than ten percent (10%) of the members, asking that the Board of Directors call a Special Meeting as set forth above. If the Board refuses to call a Special Meeting of the members after receiving a proper petition from the members, then the members may call a Special Meeting of the membership on their own.

D. **Notice of Meetings.** Except as otherwise stated herein, written or printed notices stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called must be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at the meeting, at such last-known address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting, but not more than sixty (60) days prior to the meeting.

Notices of any meeting may be mailed by first class U.S. Mail. Notices of meetings may also be hand-delivered to an Owner’s residence. If the Owner consents to electronic service, then notice of meetings may be provided to Owners by email or postings on the Association’s website, if the Association has one.
The Association does not have a duty to locate new or alternate addresses for an Owner. It is the Owner’s responsibility to make sure the Association has the Owner’s current mailing or contact information.

Notice of any meeting of the members may be waived in writing by any Owner or by the Owner’s attendance at the meeting in person, by proxy or by ballot.

E. **Order of Business.** The order of business at meetings of the members will, to the extent applicable, be as follows:

1. Call to Order.
2. Reading of minutes of preceding meeting.
3. Reports of officers.
4. Reports of committees.
5. Treasurer’s Report and review of Annual Budget (if an annual meeting).
6. Election of director(s) (if an Annual or Election meeting).
7. Unfinished business.

**Section 4. Voting at Meetings.**

A. **Voting Rights.** Unless otherwise suspended, each lot will be entitled to cast one (1) vote on each issue properly brought before the membership. In the event any lot is owned by more than one person, the Owners will decide among themselves which co-Owner of the lot will cast the vote(s) for that lot at a meeting of the members. In the event the lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the lot.

B. **Proxies.** Any eligible member may vote either in person or by his duly appointed proxy. When a member wishes to appoint a proxy to vote in his place, the member must designate the name of his proxy in writing and deliver it to the Secretary of the Association. The proxy is effective once it is received by the Association.

Unless excused by the presiding officer, all proxies must be received by the Association at least two (2) business days before the date of the scheduled meeting where the proxy is to be counted. That will give the Association sufficient time to verify the validity of the proxy.

To be valid, a proxy must contain:

- a. The member’s name and address giving the proxy;
- b. The name of the person being appointed as proxy;
- c. The date the proxy is given;
- d. The date of the meeting for which the proxy is given;
- e. The member’s signature; and
- f. An affirmation under the penalties for perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise the member’s proxy.

A proxy is only valid for one hundred eighty (180) days from the date it is signed. A proxy may be revoked in writing by the member prior to being exercised or by the member’s personal attendance at the meeting where the proxy appointment was to be used.

If a member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. If a member signs more than one (1) proxy to be used at a particular meeting, and it cannot be determined which proxy is the latest in time, then none of the member’s proxies shall be counted or voted.
If a member has his voting privileges suspended for any reason, then he cannot vote, whether in person or by proxy. In addition, any member who is suspended for any reason cannot serve as a proxy for another member.

C. **Majority Required.** Unless a higher percentage is required by the Declaration, Articles or these Bylaws, each question or action voted on will be passed if it is approved by a simple majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present.

D. **Suspension of Voting Rights.** No member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association will be eligible to vote, either in person or by proxy.

For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors, whichever is later in time. If the amount due to the Association is for an obligation other than assessments, such as reimbursement for a covenant violation or court judgment, then the thirty (30) day period will start on the date the amount became due.

The term “payment” means the payment of all amounts due to the Association, including any assessments, collection fees, interest, late fees, administrative or management company fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any Owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within thirty (30) days of becoming due, then that Owner’s voting rights will stay suspended until the entire amount due to the Association is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not end any suspension under this provision until the funds from the payment are actually received by the Association. The Board of Directors is free to adopt additional rules regarding the suspension of voting rights as they deem necessary or appropriate for the failure of an Owner to pay any sums owed to the Association. Any Owner whose privileges are suspended may not vote on any Association matter, nor act as a proxy for another member, nor be elected to or serve on the Board of Directors.

**Section 5. Action by Written Ballot, Etc.** Any action required or permitted to be taken at any meeting of the Members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every Owner eligible to vote on the matter. To be valid, the ballot must contain:

a) the printed name of the lot Owner;
b) the signature of the lot Owner;
c) the lot(s) owned or being purchased by the lot Owner; and
d) the date the ballot is being signed.

Approval by written ballot is only valid if:

a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to be present at a meeting authoring such action; and

b) the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting.

The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must indicate:
a) the number of responses needed to meet the quorum requirements;

b) the percentage of approvals necessary to approve each matter, other that the election of
directors; and

c) specify the time by which a ballot must be received by the Association to be counted.

If a meeting is to be held, then ballots may be mailed or personally delivered to the Association’s
registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast
by Owners NOT attending the meeting must be RECEIVED at the Association’s registered office by the
end of business at least two (2) calendar days prior to the date of the meeting in order to be counted.
Unless otherwise stated on the ballot, any ballots received less than two (2) calendar days prior to the
meeting date will not be counted.

If a meeting is NOT to be held, then Owners must mail or personally deliver their ballot to the
Association’s registered office by the due date stated on the ballot.

Only official ballots sent to the Owners by the Association will be accepted. Unofficial ballots
will not be counted. Ballots must be received by the Association in a sealed envelope; ballots in open or
unsealed envelopes will not be counted. Each Owner must fully fill out the ballot, print their name and
address and sign the ballot. The Board of Directors may adopt additional voting procedures for
submitting and processing ballots.

If an Owner signs or submits more than one ballot, the latest in time, if possible to determine, is
considered to be valid. However, if an Owner signs or submits more than one ballot, and it is not possible
to determine which ballot is to be used, the Board may reject all ballots submitted by that Owner.

In addition, voting and meeting participation may be held or performed in any manner set forth in
the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to
participate in Association actions.

ARTICLE IV

Nomination and Election of Directors

Section 1. Nominations. Nominations for the Board of Directors may be made by any Owner
from those persons eligible to serve. Such nominations may be made in writing and presented to the
Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a
deadline date for submitting written nominations prior to the annual meeting.

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

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

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

Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for
as many nominees as are to be elected; however, cumulative voting will not be allowed. Those persons
receiving the highest number of votes shall be elected.
If there is a tie for a directorship position(s), the nominees involved in the tie may agree to the end result without the need for a new run-off vote. If the nominees cannot resolve the election dispute by agreement, then the presiding officer will have the sole discretion to decide the issue by either: 1) conducting a run-off ballot vote by the members; 2) draw from a hat; or 3) the flip of a coin.

In the event no quorum is present at an annual meeting of the Association, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating, written petition or oral nomination, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting. Any Director so appointed to fill an open position on the Board of Directors will serve the same term as if elected by the members at the annual meeting.

Section 3. Conducting Elections by Ballot. The election of directors may be conducted by ballot so that Owners may select their nominees and send in their votes prior to the annual or election meeting. If the number of written nominations received by the Association before the deadline date exceeds the number of open board positions to be filled at the annual or election meeting, then a ballot will be mailed to each Owner for voting on new board members. If the election of directors is conducted by ballot voting, then NO write-in nominations or nominations from the floor of the meeting will be accepted so everyone has a chance to vote on the same list of candidates.

If the number of written nominations received by the Association before the deadline date matches the number of open board positions to be filled at the annual or election meeting, then there is no reason to incur the expense of a mailed ballot since all submitted nominees will be elected by default. In this situation, the Board may simply waive ballot voting and accept the submitted nominees by voice vote at the annual or election meeting.

If an insufficient number of written nominations are received by the deadline date to fill all Board positions open for election at the annual or election meeting, then ballot voting will not be conducted and oral nominations will be accepted from the floor of the meeting prior to voting on any open Directorship position.

ARTICLE V

Board of Directors

Section 1. Number, Qualifications and Term of Office.

(a). Number. The affairs of the Association will be governed and managed by the Board of Directors (collectively called the “Board” or “Directors” and individually called “Director”). The Board of Directors will be composed of three (3) persons. If the number of directors currently serving changes due to the resignation or removal of directors, or if an insufficient number of Members volunteer to fill all possible Board positions, the Board will continue to function with the remaining number of directors until those vacancies are filled.

(b). Qualifications. Directors must be an Owner and must maintain their primary place of residence in the Sandpiper Bay community. Directors cannot have their membership rights in the Association suspended for any reason as provided in the Declaration, Articles or these Bylaws, nor can an Owner be elected to the Board if the Owner is currently involved in pending litigation with the Association. No lot may be represented by more than one person or representative on the Board of Directors at the same time; nor can an Owner, along with a spouse, significant other or family member, hold more than one (1) directorship at the same time, even if the Owner, spouse, significant other, or family member owns more than one (1) lot in Sandpiper Bay.
(c). **Term of Office Generally.** At the first election of directors after this set of Revised
Bylaws are adopted, one (1) director will be elected to serve a three (3) year term of office, one
(1) director will be elected to serve a two (2) year term of office, and one (1) director will be
elected to serve a one (1) year term of office. For all future elections, directors will be elected to
serve a three (3) year term of office. Each director will serve his full term and/or until his
successor is properly elected and qualified. There is no limit on the number of terms a director
may serve.

**Section 2. Vacancies and Removal.**

(a). **Vacancies.** Unless a director is removed from the Board by a vote of the Owners,
any vacancy or vacancies occurring in the Board will be filled by a vote of a majority of the
remaining members of the Board. A director appointed by the Board will serve until the next
annual meeting, at which time the Members will elect an Owner to fill the vacancy and serve the
remaining portion of the Board term of the director he/she is replacing.

(b). **Removal.** A director or directors may be removed with or without cause by a vote
of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and
constituted for such purpose. If a director is removed by a vote of the Members, then a successor
will be elected at the same meeting from eligible Members nominated at the meeting. The person
elected to fill the spot of the removed director will serve the remaining portion of the Board term
of the director he/she is replacing.

Pursuant to Indiana Code 23-17-12-10, as may be amended or re-codified from time to
time, the Board of Directors also may remove a director from the Board by a two-thirds (2/3) vote
of the Board for the following specific acts: a) failing to attend three (3) or more consecutive
meetings of the Board of Directors; b) becoming ineligible to serve on the Board according to any
terms set forth in the Declaration, Articles or these Bylaws; c) acts of fraud, theft, deception, or
criminal behavior while performing his duties as a director; d) breach or disclosure of confidential
Board or Owner information to person(s) not on the Board; or e) performing any action in the
name of or on behalf of the Association that is not within the director’s duties as set forth under
the Bylaws, was not previously authorized by the Board, or was not subsequently ratified by the
Board.

If a director is removed by a vote of the Board, the vacancy will be filled by a majority
vote of the remaining Directors and the appointee will serve until the next annual meeting, at
which time the Members will elect an Owner to fill the vacancy and serve the remaining portion
of the Board term of the director he/she is replacing.

**Section 3. Duties of the Board of Directors.** The Board of Directors is the governing body of
the Association. The Board is responsible for overseeing the functions and duties of the Association,
which includes such things as the administration of the Tract; the management, maintenance, repair,
upkeep and replacement of the Common Area (unless these are designated as being the responsibility of
the Owners); the maintenance, repair, upkeep and replacement of the exterior portions of the Dwelling
Units as designated in the Declaration; and collecting assessments and paying the common expenses of
the Association.

The Board is to carry out these duties in good faith, with the care an ordinarily prudent person in
a like position would exercise under similar conditions, and in a manner the Board believes to be in the
best interest of the Association. The availability of funds, the unforeseen or unexpected nature of
expenses caused by natural, administrative, or regulatory reasons, or any other factor or factors which
may hinder or prevent the Board from taking action to fulfill any of these duties will be considered in
determining the reasonableness of the Board’s actions or failure to provide certain services or
maintenance as required.
The Board may hire a managing agent. Any management agreement cannot be for a term of more than three (3) years, and must be terminable by either party upon ninety (90) days written notice to the other party. Any decision to not employ a professional property management agent must be approved by at least sixty-seven percent (67%) of the votes of the Owners and fifty-one percent (51%) of the vote of the Mortgagees. The managing agent will help the Board in carrying out its duties, which include such things as:

(a) maintenance, repair, replacement, landscaping, painting, decoration, furnishing, and upkeep of the Common Areas (unless these are designated as being the responsibility of the Owners) [Please note: this does not include a requirement the Association must provide on-site or roving guards, security serve, or a security system for protection or surveillance];

(b) obtaining utilities in connection with the Lots and Dwelling Units (unless the utilities are provided and billed directly to Owners by the utility companies), removal of garbage and waste, and snow removal from the Common Areas;

(c) maintenance, repair, upkeep and replacement of the exterior portions of the Dwelling Units as designated in the Declaration;

(d) surfacing, paving and maintaining any off-street parking spaces constituting a part of the Common Area;

(e) assessment and collection from the Owners of their respective shares of the Common Expenses;

(f) preparation of the proposed annual budget for the operation of the Association and anticipated common expenses, a copy of which will be mailed or delivered to each Owner with the annual meeting notice;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior fiscal year, a copy of which will be mailed or delivered to each Owner with the annual meeting notice;

(h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, itemizing the Common Expenses when possible;

(i) obtaining and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage required under this Declaration and any other insurance coverage as the Board, in its sole discretion, decides is necessary or advisable;

(j) paying taxes and assessments assessed against the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;

(k) enforcing the covenants, restrictions, bylaws and rules and regulations set forth in the Declaration, Articles, Bylaws or adopted rules and regulations;

(l) furnish, upon request of any Mortgagee, insurer or guarantor of a first mortgage, an audited financial statement for the immediately preceding fiscal year;

(m) all other duties and obligations that may be imposed upon the Association or the Board in the Declaration, the Articles, the Bylaws or the Act.

Section 4. Powers of the Board of Directors. The Board of Directors will have the powers that are reasonable and necessary to perform its duties. Some of these powers include the power to:

(a) hire a managing agent to assist the Board in performing its duties;

(b) purchase, lease or obtain for the Association any equipment, materials, labor and services that will help the Board perform its functions and duties;

(c) employ legal counsel, architects, contractors, accountants and others to help advise the Board on the business and affairs of the Association;

(d) hire, oversee, and discharge personnel that the Board decides is necessary to help it perform its duties;
(e) assess the Owners for the costs of performing all of the functions, duties and obligations of the Association as Common Expenses and to pay all of these costs from those assessments;

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

(g) create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Tract, including the individual lots, streets (whether public or private), and the Common Areas, with these rules and regulations being in addition to or supplementing the provisions set forth in the Declaration, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board must be promptly delivered to all Owners at the Owner’s last known address;

(h) take any and all appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provisions, restrictions or requirements within the Declaration, Articles, Bylaws, or rules and regulations of the Association;

(i) grant to public or private companies, entities or bodies as the Board may approve, easements, permits or licenses over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Sandpiper Bay;

(j) enter the Dwelling Unit of any Owner in case of an emergency whether the Owner is present at the time or not and in the case of non-emergency repairs to enter the Dwelling Unit provided the request is made in advance and is at a time reasonably convenient to the Owner.

Section 5. Limitation on Board Action. The authority of the Board of Directors to enter into contracts is limited to contracts involving a total expenditure of less than $2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases Owner approval will not be necessary:

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

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

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

Section 6. Annual Meeting. The Board of Directors must meet annually, without notice, immediately following, and at the same place as, the annual or election meeting of the membership; or at the next regularly scheduled Board meeting, for the purpose of electing officers.

Section 7. Regular Meetings. Regular meetings of the Board of Directors will be held at such regular intervals, without notice, at such place and hour as may be determined from time to time by resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided to each director at least forty-eight (48) hours prior to the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or email, or notice may be given by U.S. Mail if sent, via first class, postage pre-paid, mail at least three (3) days before such meeting.
Section 9. Notice and Waiver of Notice. Notices of Board meetings must be given to each Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.

Section 10. Quorum. A majority of the entire Board of Directors then qualified and acting will constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which requires action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum is present will be considered an act of the entire Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 11. Attendance at Board Meetings. Any board member may participate in a board meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or other internet or electronic communication by which all directors participating may hear each other during the meeting. As provided in IC 32-25.5-3-3(g), a Member has the right to attend any meeting of the Board of Directors, except for those meeting where legal issues or delinquent assessments are being discussed.

Section 12. Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. If an action is approved via writing or email, evidence of the written or email approval must be made a part of the corporate Board minutes or records. However, failure to keep documentation of the approval does not automatically invalidate the decision.

Section 13. Compensation. No Director may receive any compensation for his services unless compensation is expressly authorized by a majority vote of the Owners. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. The Managing Agent, if any is employed, is entitled to reasonable compensation for its services, the cost of which will be a Common Expense.

ARTICLE VI

Officers

Section 1. In General. The term “Officer” is the name given to the particular position a Director may be serving on the Board. Each officer position carries different duties on the Board. The officers of the Corporation must be members of the Board of Directors and may consist of a President, a Vice President, a Secretary, a Treasurer, etc. The same director can hold more than one officer position, except for the offices of President and Secretary which cannot be performed by the same person.

Section 2. Election and Terms. Officers are not elected by the members. Only directors are elected by the members. At the first Board meeting held after the election of directors at the annual meeting, the Board of Directors will assign each officer position to a member of the Board of Directors. Each officer will hold that officer position until: a) the next annual meeting of the Board; b) the expiration of the director’s term on the Board of Directors; or c) the director’s removal or resignation from the Board, whichever occurs first.
Section 3. Vacancies and Removal. Whenever a vacancy occurs in an office due to the death or resignation of the officeholder, or due to new office positions being created by the Board, the vacant office position will be filled by the Board of Directors, and the officer appointed to the office will hold that office until the next annual meeting of the Board.

A Director may be removed from an officer position at any time, with or without cause, by a vote of a majority of the whole Board. A Director removed from a particular office shall continue to serve on the Board of Directors, and may be re-appointed to a different office or may serve on the Board without an officer designation.

Section 4. President. The President is the chief executive officer of the Corporation. The President presides at all meetings of Voting Members and of the Board of Directors; has general and active supervision, control, and management of the affairs and business of the Corporation, subject to the orders and resolutions of the entire Board; handles the general supervision and direction of all officers, agents and employees of the Corporation; makes sure that all orders and resolutions of the Board are carried into effect; and in general exercises all powers and performs all duties normally part of the President’s office and any other powers and duties assigned to him by the Board.

The President has full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships or individuals as the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation, this Code of Bylaws, and the approval of the entire Board.

Section 5. Vice-President. The Vice-President acts in the place of the President if the President is absent, unable to act, or refuses to act, and will also have any other duties as may be assigned to him by the Board of Directors or delegated to him by the President.

Section 6. Secretary. The Secretary will attend both Board meetings and Membership meetings and will keep minutes during the meetings and record all votes taken at these meetings. The Secretary is also responsible for making sure all meeting notices are sent to the Board and the Members as required by these Bylaws and/or the law. The Secretary also keeps or oversees the records of the Corporation as well as the Membership list of the Association. The Secretary also performs any other duties that may be assigned to him by the Board or the President. The Board has the authority to appoint someone to perform the duties of the Secretary or serve as the Secretary’s assistant.

Section 7. Treasurer. The Treasurer keeps correct and complete financial records of the Association. The Treasurer is also in charge of the Association’s funds and securities, and oversees the timely deposit of all money and other valuable effects belonging to the Association in a financial institution selected by the entire Board. The Treasurer also pays the Association’s bills as approved by the Board or directed by the President; and in general exercises all the powers and duties customarily performed by the Treasurer’s position, and any other powers and duties assigned to him by the Board or the President. The Board has the authority to appoint someone to perform the duties of the Treasurer or serve as the Treasurer’s assistant.

Section 8. Special Appointments. The Board of Directors has the authority to appoint any other officers or assistant officers that the Board believes are necessary or advisable. These officers or assistant officers will hold their positions at the discretion of the Board, and will have the power and perform the duties assigned to them by the Board. However, these special appointments or assistants, even if they perform the duties of a specific officer, will not have any voting power on the Board.
ARTICLE VII

Liability of Directors and Officers

Section 1. In General. The Directors and Officers of the Association will not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association 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 on behalf of the Association, unless any such contract was made in bad faith. It is intended that the Directors will have no personal liability with respect to any contract made by them on behalf of the Association.

Section 2. Grounds for Indemnification. If a director is made a party to a proceeding based upon his actions as a director, the Association may indemnify the director against liability incurred in the proceeding if:

1. the individual's conduct was in good faith; and
2. the individual reasonably believed:
   A. in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in the corporation's best interests; and
   B. in all other cases, that the individual's conduct was at least not opposed to the corporation's best interests; and
3. in the case of any criminal proceeding, the individual:
   A. had reasonable cause to believe the individual's conduct was lawful; or
   B. had no reasonable cause to believe the individual's conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, or conviction is not determinative that a director did not meet the required standard of conduct.

Section 3. Successful Defense. Unless limited by the articles of incorporation, the Association will indemnify a director who was wholly successful, on the merits or otherwise, in the defense of a proceeding to which the director was a party, because the director is or was a director of the Association, against reasonable expenses actually incurred by the director in connection with the proceeding.

Section 4. Advanced Expense Payments. The Association may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if the following occur:

1. The director furnishes the Association a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 2 of this Article.
2. The director furnishes the Association a written undertaking, executed personally or on the director's behalf, to repay an advance if it is ultimately determined that the director did not meet the standard of conduct.
3. A determination is made that the facts then known to those making the determination would not preclude indemnification under this chapter.

The written undertaking described in #2 above:

1. must be an unlimited general obligation of the director;
2. is not required to be secured; and
3. may be accepted without reference to financial ability to make repayment.

Determinations and authorizations of payments under this section will be made in the manner specified in Section 6 of this Article.
Section 5. Court Ordered Indemnification. Unless the Association's articles of incorporation provide otherwise, a director of the Association who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court may, after giving any notice the court considers necessary, order indemnification in the amount the court considers proper if the court determines one (1) of the following:

(1) The director is entitled to mandatory indemnification under Section 3 of this Article, in which case the court shall also order the corporation to pay the director's reasonable expenses incurred to obtain court ordered indemnification.

(2) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 2 of this Article.

Section 6. Authorization of Indemnification. The Association may not indemnify a director under Section 2 of this Article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 2 of this Article.

The determination must be made by one (1) of the following procedures:

(1) By the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding.

(2) If a quorum cannot be obtained under subdivision (1), by majority vote of a committee designated by the board of directors consisting solely of at least two (2) directors not at the time parties to the proceeding. Directors who are parties may participate in the designation.

(3) By special legal counsel:

(A) selected by the board of directors or a committee of the board of directors in the manner prescribed in subdivision (1) or (2); or

(B) if a quorum of the board of directors cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by majority vote of the full board of directors. Directors who are parties may participate in the selection.

(4) By the members. However, memberships voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible. However, if the determination is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness of expenses will be made by those entitled in #3 above to select counsel.

Section 7. Indemnification of Officers, Agents, and Others. Unless the Association's articles of incorporation provide otherwise:

(1) an officer of the Association, whether or not a director, is entitled to:

(A) mandatory indemnification under Section 3 of this Article; and

(B) apply for court ordered indemnification under Section 5 of this Article in each case;

(2) the Association may indemnify and advance expenses under this chapter to an officer, employee, or agent of the Association, whether or not a director, to the same extent as to a director; and

(3) the Association may indemnify and advance expenses to an officer, employee, or agent, whether or not a director, to the extent and consistent with public policy that may be provided by articles of incorporation, bylaws, general or specific action of the Association's board of directors, or contract.
Section 8. Other Rights to Indemnification. The indemnification and advance for expenses provided for or authorized by this Article does not exclude other rights to indemnification and advance for expenses that a person may have under the following:

1. The Association's articles of incorporation or bylaws.
2. A resolution of the board of directors or of the members.
3. Any other authorization, whenever adopted after notice, by a majority vote of all the voting members of the Association.

If the articles of incorporation, bylaws, resolutions of the board of directors or of the members, or any duly adopted authorization of indemnification or advance for expenses limit indemnification or advance for expenses, indemnification and advance for expenses are valid only to the extent consistent with the articles of incorporation, bylaws, or resolution of the board of directors or of the members, or any other duly adopted authorization of indemnification or advance for expenses.

This Article does not limit the Association's power to pay or reimburse expenses incurred by a director, an officer, an employee, or an agent in connection with the person's appearance as a witness in a proceeding at a time when the person has not been made a named defendant respondent to the proceeding.

Section 9. Bond. The Board of Directors may provide surety bonds (or an equivalent form of coverage) and may require the managing agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds (or an equivalent form of coverage), indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond (or equivalent form of coverage) must specifically include protection for any insurance proceeds received for any reason by the Board. The expense of the any such bonds (or equivalent form of coverage) will be a Common Expense.

ARTICLE VIII

Committees

The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more committees to assist the Board in carrying out the purposes of the Association. Committee members do not need to be members of the Board of Directors.

Each committee, to the extent provided in such resolution or as authorized by the Act, Articles, Declaration, these Bylaws, or the Board, will have the authority and duties assigned to it by the Board, except that no committee may:

a. Adopt, amend or repeal the Articles of Incorporation;
b. Approve or recommend a plan of merger or consolidation of the corporation not requiring Member approval;
c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or substantially all of the assets of the Corporation;
d. Approve or recommend to the Members the dissolution of the Corporation or a revocation thereof;
e. Adopt, amend, or repeal the Bylaws of the Corporation;
f. Fill vacancies on the Board of Directors or committees;
g. Elect, appoint or remove Directors or members of committees;
h. Commit to any financial obligation without prior Board approval;
i. Fix the compensation of any member of such committee; or
853 j. Alter or repeal any resolution of the Board of Directors that by the resolution’s own terms
854 cannot be amended or repealed.
855
856 Unless the Board directs otherwise, the committee’s members may determine when the
857 committee meets and how it performs its duties. The Board of Directors has the power at any time to: a)
858 change the number of committee members; b) change the actual members of a committee; and c) end or
859 discharge a committee. The creation of a committee does not relieve the Board of Directors, or any
860 member thereof, of any responsibility imposed upon it or him by the Indiana Nonprofit Corporation Act
861 of 1971, as amended.
862
863
864
865 ARTICLE IX
ARTICLE IX
866
867 Records of the Association
Records of the Association
868
869 Section 1. In General. Current copies of the Declaration, the Articles, the Bylaws, rules and
870 regulations, other corporate documents concerning the Real Estate or the Association and its operation
871 required to be kept and made available for inspection will be available for inspection by any member or
872 other properly designated party at the principal office of the Association or other designated location
873 selected by the Board during reasonable business hours or under other reasonable circumstances, where
874 copies of the same may be purchased at reasonable cost up to one dollar ($1.00) per page.
875
876 The Association will keep detailed books of account showing all expenditures and receipt of
877 administration which will specify the Common Expenses incurred by or on behalf of the Association and
878 the members. The accounts, books, records, financial statements, and other papers of the Association will
879 be open for inspection by any member upon written request submitted to the Board at least five (5) days
880 in advance of the inspection date, and said inspection is to be made during reasonable business hours or
881 under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot will
882 be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.
883 The Association is entitled to reimbursement from the party requesting to inspect records any reasonable
884 administrative or reproduction expenses incurred by the Association as a result of the records request.
885
886 The Association reserves the right to require any member to request inspection of the accounts,
887 books, records, financial statements, and other papers of the Association according to the requirements set
888 forth under the Indiana Nonprofit Corporation Act of 1971, specifically Indiana Code 23-17-27 et seq., IC
889 32-25.5-3-3(g) through (m), and any amendments or changes to these laws. The Association reserves the
890 right to deny an Owner access to any records that are not required to be opened for inspection under
891 Indiana law. The Association also reserves the right to charge Owners requesting inspection of
892 Association records reasonable copy and search charges and other charges as allowed or not prohibited by
893 law.
894
895 Section 2. Record Retention. Except for ballots voting on a covenant amendment, the
896 Association must keep ballots for a period of ninety (90) days following the meeting date where an
897 election or vote was held. After ninety (90) days has passed, any vote taken at the meeting will be
898 presumed valid and accepted by the membership and the ballots may be destroyed by the Board or their
899 designated agent. Ballots voting on an amendment to the covenants must be permanently retained in the
900 corporate records unless they are attached to the recorded document. This ninety (90) day period does not
901 apply to proxies, which must be attached to and stay with the meeting minutes for which they were used.
902
903 In addition, other records of the Association not essential for tax purposes, such as meeting
904 minutes, must be kept for a period of two (2) years before being destroyed. Financial records essential for
905 a state or federal tax audit, if one is ever conducted, must be kept for ten (10) years before being
906 destroyed.
ARTICLE X

Execution of Instruments

Section 1. Checks, Draft, etc. All checks, drafts, or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association must be signed or endorsed by the Treasurer, President, or another officer, employee or agent of the Association designated by the Board of Directors.

Signatories on each account held by the Association must be designated and approved by a majority vote of the Board, and the signatories may be removed and/or replaced at any time by a majority vote of the Board.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors must be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary or another officer.

Except as provided in these Bylaws, no officer, agent, or employee has the power to bind the Association or to render it liable for any purpose or amount unless the act is previously authorized or later ratified by the Board of Directors.

ARTICLE XI

Assessments and Fiscal Year

Section 1. Assessments. Each Owner is obligated to pay to the Association annual and special assessments as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days are considered delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment may bear simple interest from the date of delinquency at the prime interest rate being charged by a national bank in Marion County, Indiana, to its biggest and best corporate customers, or the current statutory maximum annual interest rate in Indiana, whichever is less. In lieu of interest, the Association may impose reasonable late fees on all delinquencies. The Board will determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.) and to make any other provisions for late fees and/or interest charges on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, including fees charged to the Association by the Association’s management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

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

The Association may bring an action at law against the Owner personally obligated to pay the assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner’s account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any assessment as above
provided, administrative or management company charges for the handling of the collection account, and
reasonable attorneys’ fees, together with the court costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or
other payment due to the Association will not be eligible to: a) vote on any Association matter, either in
person or by proxy; b) act as a proxy for another Owner; c) be elected or serve on the Association’s Board
of Directors; or d) use any of the Common Area facilities, if any.

Section 2. Fiscal Year. The fiscal year of the Association begins at the beginning of the first
day of January in each calendar year and ends at the close of the last day of December of the same
calendar year. However, the Board of Directors may change the fiscal year as they deem necessary and
appropriate.

ARTICLE XII

Maintenance; Right of Entry

Section 1. Maintenance and Repairs. Every Owner must promptly perform all maintenance
and repair within his own Dwelling Unit and any equipment, water lines, gas lines, plumbing and
electric lines securing Owner’s Dwelling Unit only.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of
his family or of a guest, tenant or other occupant or visitor of the Owner, damage is caused to the
Common Area or to a Lot owned by or reserved for the use of others, or if maintenance, repairs or
replacements are required which would otherwise be a Common Expense, then the Owner must pay for
the damage and any maintenance, repairs and replacements that need to be performed, as determined by
the Corporation, unless the loss is covered by the Corporation’s insurance with the policy having a
waiver of subrogation clause. Maintenance, repairs and replacements to the Common Area or the Lots
and Dwelling Units will be subject to the rules and regulations adopted from time to time by the Board.

To the extent that equipment, facilities, and fixtures within any Dwelling Unit are connected to
similar equipment, facilities or fixtures affecting or serving other Dwelling Units or any Common Area,
then the use of this equipment, facilities and fixtures by the Owner of the Dwelling Unit will be subject
to the rules and regulations adopted from time to time by the Board. The authorized representatives of
the Corporation or Board of Directors or the Managing Agent for the Corporation, will be entitled to
reasonable access to any Dwelling Unit as may be required in connection with maintenance, repairs or
replacements of or to any part of the Common Area, or any equipment, facilities or fixtures affecting or
serving other Lots and Dwelling Units or any Common Area.

Section 2. Right of Entry. All Owners and occupants of a Dwelling Unit are deemed to have
granted the right of entry to their Dwelling Unit to the Managing Agent or any other person authorized
by the Board in case of any emergency originating in or threatening his Dwelling Unit or the Building
in which it is located, whether the Owner is present at the time or not. An Owner must permit other
persons, or their representatives when required, to enter his Dwelling Unit for the purpose of
performing installations, alterations, or repairs to the mechanical or electrical services, or to make
structural repairs provided that requests for entry are made in advance and that the entry is at a time
reasonably convenient to the Owner. In case of emergencies, the right of entry will be immediate.
ARTICLE XII

Rules and Regulations; Enforcement

Section 1. Rules and Regulations. The Board has the authority to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Tract, including the individual lots, streets (whether public or private), common areas, and any other portion of the Tract, including the personal conduct of the members and guests thereon, as in the sole discretion of the Board are deemed necessary or advisable. Copies of any rules and regulations adopted by the Board must be delivered to all Owners at their last known address unless they are recorded in the Office of the Marion County Recorder.

All rules, regulations, policies, procedures and guidelines are binding and enforceable upon each and every lot and member, including all occupants, guests and invitees of any lot or member in the Development the same as if it were expressly set forth in the Declaration itself. Any rules, regulations, policies, procedures and guidelines adopted by the Board may be specifically overruled, cancelled, or modified by the Board or at a duly called and constituted regular or special meeting of the members by a majority vote of all eligible members of the Association.

Section 2. Enforcement In General. Any party subject to the Declaration or these Bylaws, including the Association, any committee, or any individual Owner, may proceed at law or in equity to prevent the occurrence, recurrence or continuation of any violation of the Declaration, these Bylaws, or any properly adopted rules, regulations, policies, procedures or guideline of the Association. However, neither the Association nor any committee may be held liable for damages of any kind, including legal fees and costs, to any Owner or person for failing to enforce or carry out any of the provisions of the Declaration or these Bylaws.

No delay or failure on the part of the Association or any Owner to seek any available remedy regarding a violation of any provision of the Declaration or adopted rule of the Association will be a waiver by the Association or any Owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of the Declaration or rule adopted by the Association. Likewise, no delay or failure of the Association or any Owner to enforce any particular provision of the Declaration or rule adopted by the Association will be a waiver or estoppel of the Association or Owner to enforce any other provision of the Declaration or rule adopted by the Association.

Section 3. Costs and Attorney Fees. The provisions of the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines for Sandpiper Bay, including any amendments or modifications made to them, are binding and enforceable upon each and every Lot and Lot Owner in Sandpiper Bay. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board or the Committee, each Owner in violation may be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws, or properly adopted rules, regulations and architectural guidelines of the Association, including such acts as the preparing and sending of violation letters, towing of vehicles, self-help, or filing a legal action in the courts, then the Association will be entitled to reimbursement from the party or parties found to be in violation of a covenant, rule or guideline of all its costs and expenses, including reasonable attorney fees, administrative charges by a management agent, and court costs, for the enforcement action.
The remedies in this provision are in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles, Bylaws or Rules and Regulations, and may be used or applied to any enforcement activity or action taken by the Association to stop a violation of the Declaration, Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.

These remedies are adopted to maintain the intent and spirit of the Declaration, Articles or Bylaws that the Association and its members should not be penalized or suffer a financial loss to the Association’s operating budget for the cost of any enforcement effort necessary to gain or achieve an Owner’s compliance with the terms and restrictions set forth in the Declaration, Articles, Bylaws or any properly adopted rule, regulation or guideline of the Association.

ARTICLE XIII

Amendments

Section 1. Amendments. The Board of Directors of the Association may alter, amend, repeal the Code of Bylaws or adopt a new Code of Bylaws for the Association, without the approval of the Members, by an affirmative vote of the majority of the members of the Board of Directors of the Association. In addition, and as provided in IC 32-25.5-3-9, the Owners may amend the Bylaws at any time if the consent of seventy-five percent (75%) of the Owners to the amendment(s) has been obtained as evidenced by either of the following: A) The vote of the Owners at a meeting duly called for the purpose of considering the amendment(s); or B) A written instrument signed by the Owners.

Section 2. Recording. While the Code of Bylaws does not have to be recorded under Indiana law, if the Board decides at any point in time to record the Code of Bylaws, the Bylaws, including all future amendments or changes thereto, must be executed by the President and Secretary of the Board and recorded in the Office of the Marion County Recorder before becoming effective.

Section 3. Document Conflicts. In the case of any conflict between the Declaration and the Articles, the Declaration will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control. In the case of any conflict between the Articles and these Bylaws, the Articles will control.

ARTICLE XIV

Grievance Resolution

Section 1. In General. The Association, board members and all Owners must follow the grievance resolution provisions of Indiana Code 32-25.5-5 in addressing any claims, except for exempt claims, they may have before filing a legal action in court or any administrative proceeding initiated under applicable law.
ARTICLE XV

The Indiana Nonprofit Corporation Act of 1971

The provisions of the Indiana Nonprofit Corporation Act of 1971, as amended, along with Indiana Code 32-25.5-3-3(g) through (m), IC 32-25.5-3-10, IC 32-25.5-5, and any other laws applicable to the Association or any matter not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

[End of Revised Bylaws]

We certify that this Revised and Restated Code of Bylaws of Sandpiper Bay Homeowners Association, Inc. was duly moved and passed by a majority of the Board of Directors of the Association.

SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

President

Naomi J. Patterson

Printed Name of Director

Date: 2/11/17

ATTEST:

Secretary

Jane Byus

Printed Name of Director

Date: 2/11/17
Before me a Notary Public in and for said County and State, personally appeared

JANE F. BYUS and NAOMI J. PATTERSON, the President
and Secretary, respectively, of Sandpiper Bay Homeowners Association, Inc., who acknowledged execution of the
foregoing Revised and Restated Code of Bylaws for Sandpiper Bay Homeowners Association, Inc. and who, having
been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 11th day of FEBRUARY, 2017.

John E. Hiatt II
Notary Public
Marion County of Residence

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227
THIRD AMENDMENT

to the

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

SANDPIPER BAY

PROPERTY OWNERSHIP

SECTION I

COMES NOW the Sandpiper Bay Homeowners Association, Inc., by its Board of Directors, on this 20 day of May, 2017, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Marion County, Indiana commonly known as Sandpiper Bay was established upon the recording of certain documents with the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Plat for Sandpiper Bay Section I was recorded in the Office of the Recorder of Marion County, Indiana, on March 25, 1983, as Instrument #83-19155; and

WHEREAS, the Sandpiper Bay community was bound by the Declaration of Covenants and Restrictions of Sandpiper Bay Property Ownership Section I ("Declaration"), recorded in the
WHEREAS the foregoing Declaration states that by taking a deed to any Lot or Dwelling Unit as set forth on the Plat for the Sandpiper Bay development, each owner will become a mandatory member of the Sandpiper Bay Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

WHEREAS, the Association was incorporated as provided in the Declaration as a nonprofit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on March 31, 1983; and

WHEREAS, Paragraph 24 of the Declaration sets forth the procedure to be used to approve amendments to the Declaration. First, the Board may propose a resolution to adopt a proposed amendment. Second, a notice setting forth the subject matter of the proposed amendment and setting a meeting of the Membership where the proposed amendment is to be considered is to be sent to all Members. Third, a resolution concerning the proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws. Fourth, any proposed amendment must be approved by a vote of seventy-five percent (75%) in the aggregate of the votes of all Owners; and

WHEREAS, the Original Bylaws of the Association that were in effect when this amendment process began states in Article II, Section 2.08(d), that "The owners representing a majority of the vote shall constitute a quorum at all meetings."); and

WHEREAS, the Association’s Board collected proxies in accordance with the requirements of Indiana Code 32-25.5-3-10 and Article III, Section 4(B) of the subsequently adopted Revised Bylaws; and

WHEREAS, several meetings of the Members were held in order to vote on these proposed amendments. The First meeting was held on January 27, 2017, and a quorum was not present. The meeting was re-set for March 15, 2017, and again there was no quorum present. The meeting was re-set again for May 17, 2017, and quorum was met; and

WHEREAS, at the Membership meeting held on May 17, 2017, as to the proposed amendment to Paragraph 23(q) of the Declaration, a total of fifty-seven (57) Unit Owners voted to approve the amendment, while one (1) Unit Owner voted against the amendment, which means the proposed amendment was approved by more than seventy-five percent (75%) in the aggregate of the vote of all eighty-eight (88) Unit Owners in Sandpiper Bay; and
WHEREAS, at the Membership meeting held on May 17, 2017, as to the proposed amendment to Paragraph 29 of the Declaration, a total of fifty-five (55) Unit Owners voted to approve the amendment, while three (3) Unit Owners voted against the amendment, which means the proposed amendment was approved by more than seventy-five percent (75%) in the aggregate of the vote of all eighty-eight (88) Unit Owners in Sandpiper Bay; and

WHEREAS, the ballots and signatures of the voting Owners are attached to this Amendment as “Exhibit A”; and

WHEREFORE, in accordance with the requirements and procedures contained in Paragraph 24 of the Declaration, the Owners in Sandpiper Bay now amend the Declaration as follows:

**Paragraph 23(q) of the Declaration is amended to read as follows:**

(q) For the purpose of maintaining the congenial and residential character of Sandpiper Bay, for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Sandpiper Bay community, and in an effort to limit investment purchasers, institutional buyers, and others from buying properties within the Sandpiper Bay subdivision solely for the purpose of leasing or renting the properties in the subdivision, all homes in the Sandpiper Bay development must be OWNER OCCUPIED for a minimum of five (5) years from the date the Owner(s) takes title to a property within the Development. The term “Owner Occupied” means that the home must be occupied by the titled Owner(s), the titled Owner’s spouse or significant other, the titled Owner’s dependent children, the titled Owner’s live-in caretaker, and any temporary visitors and guests of the titled Owner, so long as the titled Owner(s) also lives in the home. The term “Owner Occupied” does not include the representatives, employees, agents or guests of a corporation, partnership, or other entity.

During this five (5) year period of required Owner Occupancy, a home may NOT be occupied by anyone renting, leasing, leasing to own, or purchasing on contract the home. Any lease, rental agreement, purchase contract, or similar document entered into after this covenant is recorded shall be voidable in the sole discretion of the Association’s Board of Directors.

The Board may approve a hardship exception to this restriction in writing when deemed reasonably appropriate by the Board under the particular circumstances, such as for estate planning or to comply with state or federal laws. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board, and may not be overturned by any court unless shown to violate federal or state law.

Once the five (5) year owner-occupancy period has expired, the titled Owner(s) of a lot may lease his property, but all leases must be in writing for a period of at least one (1) year, must lease the whole Unit, must inform the renter that failure to comply with the terms of the Declaration is a default under the lease, and the Owner(s) must provide the Association with a copy of the lease (amounts redacted).

This rental restriction takes effect on the date this covenant is recorded with the Marion County Recorder’s Office. This rental restriction will apply to all Owners taking deeded title to a property in Sandpiper Bay after this covenant is recorded. Any Owner taking deeded title to a
property within Sandpiper Bay before this covenant is recorded will not be subject to the five (5) year owner-occupancy restriction, but will be subject to all other provisions of this covenant. Likewise, this provision does not apply to institutional mortgagees of any home in Sandpiper Bay which comes into possession of the home by reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting his property.

Paragraph 29 of the Declaration is amended to read as follows:

29. **Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot. In addition, no delay or failure on the part of the Association or any owner to seek any available remedy regarding a violation of any provision of the Declaration or adopted rule of the Association will be a waiver by the Association or any owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of the Declaration or rule adopted by the Association. Likewise, no delay or failure of the Association or any owner to enforce any particular provision of the Declaration or rule adopted by the Association will be a waiver or estoppel of the Association or owner to enforce any other provision of the Declaration or rule adopted by the Association.

All other provisions of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I remain unchanged;

The foregoing amendment(s) will run with the land and will be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to these covenants.

[End of Amendment]
We certify that proposed amendments contained in this Third Amendment to the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I were duly moved and passed in accordance with the requirements of Paragraph 24 of the Declaration by more than seventy-five percent (75%) in the aggregate of the affirmative votes of all Unit Owners in Sandpiper Bay.

SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

Naomi J. Patterson
President

Printed Name of Director

5/20/17
Date

ATTEST:

Jane Byars
Secretary

Printed Name of Director

5/20/17
Date
STATE OF INDIANA  

COUNTY OF MARION  

Before me a Notary Public in and for said County and State, personally appeared

Naomi J. Patterson and Jane Byars, the President and Secretary, respectively, of Sandpiper Bay Homeowners Association, Inc., who acknowledged execution of the foregoing Third Amendment to the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership Section I, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarized Seal of this 20th day of May, 2017.

[Signature]
Notary of Public - Signature

Marion
County of Residence

Rachelle L. Solenberg
Printed

August 18, 2018
Date Commission Expires

I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. –Scott A. Tanner

This document was prepared by and should be returned to:

Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St., Suite A, Indianapolis, IN 46227
EXHIBIT A

BALLOTS

88 TOTAL UNITS

(75% vote of the owners at a meeting duly called)

AMENDMENT OF PARAGRAPH 23(q)

57 “YES” VOTES
1 “NO” VOTES

(Amendment Passes)

AMENDMENT OF PARAGRAPH 29

55 “YES” VOTES
3 “NO” VOTES

(Amendment Passes)
**AMENDMENT BALLOT**

"YES" means you think the Amendment *should* be approved.
"NO" means you think the Amendment *should NOT* be approved.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of</td>
<td>59</td>
<td>1</td>
</tr>
<tr>
<td>Covenants and Restrictions for Sandpiper Bay Property Ownership be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>approved?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should the Changes to Paragraph 29 (Waiver) of the Declaration of</td>
<td>57</td>
<td>3</td>
</tr>
<tr>
<td>Covenants and Restrictions for Sandpiper Bay Property Ownership be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>approved?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5/12/17  
Date

*Signature of Owner (or Proxy Holder)*

Naomi J. Patterson  
Printed Name of Owner (or Proxy Holder)

4474 Sandpiper East Dr.  
Address or Unit Number of Owner

If you are casting vote(s) as a Proxy for another Owner, please attach the Proxies to this Ballot.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES  NO

Amendment to Paragraph 23(q) (Owner-Occupancy) [ ] [ ]

Amendment to Paragraph 29 (Non-Waiver) [x] [ ]

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Owner's Signature ____________________________________________

Winston Abraham

Printed Name of Owner

12-19-16

Date

9475 Sandpiper W. Drive

Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ____________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy) YES ☒ NO ☐
Amendment to Paragraph 29 (Non-Waiver) ☒ ☐

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Casey Allen
Owner’s Signature

Casey Allen
Printed Name of Owner

9400 Sandpiper E. Dr.
Address of Owner’s Property in Sandpiper Bay

4/20/17
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint _______________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature: [Signature]

Printed Name of Owner: [Name]

Address of Owner’s Property in Sandpiper Bay: 0511 Sandpiper West Drive

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint______ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES  NO

Amendment to Paragraph 23(q) (Owner Occupancy)  
Amendment to Paragraph 29 (Non-Waiver)  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Larry Beeler  3-18-17
Owner’s Signature  Date

Larry Beeler
Printed Name of Owner

9515 Sandpiper West  46268
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ____________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

- [ ] Amendment to Paragraph 23(q) (Owner-Occupancy)
- [ ] Amendment to Paragraph 29 (Non-Waiver)

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]
Owner's Signature

[Printed Name]
Printed Name of Owner

[Address]
Address of Owner's property

12/24/16
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

YES ☑️ NO ☐

Amendment to Paragraph 29 (Non-Waiver)  

☑️ ☐

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner's Signature

Angie Burns

Printed Name of Owner

9531 Sandpiper W Dr

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to: Sandpiper Bay Homeowners Association, Inc.  PO Box 986  Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint Jonathan Cameron or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Jonathan Cameron
Owner's Signature

Jonathan Cameron
Printed Name of Owner

3235 Sandpiper North Drive
Address of Owner's Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint __________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature: ____________________________
Date: 3-6-2017

Printed Name of Owner: Sara Carroll

Address of Owner’s Property in Sandpiper Bay: 3177 Sandpiper Drive

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ___________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
Owner’s Signature

[Printed Name]
Printed Name of Owner

3117 Sandpiper Dr, IN
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
Owner’s Signature

[Signature]
Printed Name of Owner

3163 Sandpiper N Dr
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☑ NO ☐

Amendment to Paragraph 23(q) (Owner-Occupancy)

☑ ☐

Amendment to Paragraph 29 (Non-Waiver)

☑ ☐

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

C C COHEN

Owner's Signature

12-18-16

Date

C C COHEN

Printed Name of Owner

3170 SANDPIPER SQ. DR.

Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint _______________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✔</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✔</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature: ____________________________ Date: 3-17-17

Printed Name of Owner: Sean Conlon

Address of Owner’s Property in Sandpiper Bay: 3181 Sandpiper Dr

If you cannot attend this Special Meeting, please fill out and send your proxy to:
  Sandpiper Bay Homeowners Association, Inc.
  PO Box 986
  Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES          NO

Amendment to Paragraph 23(q) (Owner-Occupancy) [x] [ ]
Amendment to Paragraph 29 (Non-Waiver) [ ] [x]

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Gloria M. Connors
Owner’s Signature

01-25-2017
Date

GLORIA M. CONNERS
Printed Name of Owner

3236 Sandpiper St. N
Address of Owner’s property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint

____________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy) □ YES □ NO

Amendment to Paragraph 29 (Non-Waiver) □ YES □ NO

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

____________________
Owner’s Signature

____________________
Patrick Culley
Printed Name of Owner

3094 Sandpiper South Dr
Address of Owner’s Property in Sandpiper Bay

3/15/2017
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ___________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy) 

Amendment to Paragraph 29 (Non-Waiver) 

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Elizabeth Curran
Owner’s Signature

3/26/17
Date

9348 Sandpiper E Dr
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint __________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

YES  NO

Amendment to Paragraph 29 (Non-Waiver)  

YES  NO

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature

Date

Printed Name of Owner

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint

or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

YES  NO

Amendment to Paragraph 29 (Non-Waiver)  

YES  NO

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Owner's Signature

Dawn Daugherty

Date

4/18/17

Printed Name of Owner

Dawn Daugherty

Address of Owner's Property in Sandpiper Bay

9518 Sandpiper E. Dr.

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES

Amendment to Paragraph 23(q) (Owner Occupancy)

NO

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature

[Signature]

Date

3/16/17

Printed Name of Owner

Zahra Deniau - Nesreen Ibrahim

Address of Owner’s Property in Sandpiper Bay

3121 Sandpiper North Dr. Indianapolis IN 46268

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ______________________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Debra A. Drake
Owner’s Signature

Debra A Drake
Printed Name of Owner

3117 Sandpiper M Dr
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ___________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Debra Dunn

Owner’s Signature

Debra Dunn

Printed Name of Owner

3110 Sandpiper Sdr

Address of Owner’s Property in Sandpiper Bay

3-9-17

Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ______________________________________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner-Occupancy)</td>
<td>X</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>X</td>
</tr>
</tbody>
</table>

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Guna Eissler
Owner's Signature

Date 1-20-17

Tina Eissler
Printed Name of Owner

3155 Sandpiper N Drive
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint _______________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>X</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>X</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Smeana Bric
Owner’s Signature

05/11/2017
Date

Smeana Bric
Printed Name of Owner

9535 Sandpiper W Dr.
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ____________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✓</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
Owner’s Signature

3/21/2015
Date

[Signature]
Printed Name of Owner

3234 Sandpiper S. Drive
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YES</strong></td>
<td><strong>NO</strong></td>
</tr>
</tbody>
</table>
|---------------------|--------------------------------
| Amendment to Paragraph 23(q) (Owner-Occupancy) | □   | □ |
| Amendment to Paragraph 29 (Non-Waiver) | □   | □ |

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]

[Printed Name of Owner]

[Address of Owner's property]

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reccvs Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES

Amendment to Paragraph 23(q) (Owner-Occupancy)


Amendment to Paragraph 29 (Non-Waiver)

NO

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]

Owner's Signature

George Freyza

Printed Name of Owner

9979 SANDPIPER W DR

Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint

or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

YES  

NO

Amendment to Paragraph 29 (Non-Waiver)  

YES  

NO

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]

Owner's Signature  

Date  

3-14-17

[Printed Name]  

[Printed Name of Owner]

3198 Sandpiper South Dr

Address of Owner's Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.

PO Box 986

Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint [NAME], or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner-Occupancy)  ✔  ☐
Amendment to Paragraph 29 (Non-Waiver)  ☐  ☐

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Megan Graybosch  12/16/16
Owner's Signature  Date

Megan Graybosch
Printed Name of Owner

3819 Sandpiper N
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
e/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ___________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

- Amendment to Paragraph 23(q) (Owner Occupancy) YES NO
- Amendment to Paragraph 29 (Non-Waiver) YES NO

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Bonnie Grimble Owner’s Signature

Date 3-12-17

Printed Name of Owner

Address of Owner’s Property in Sandpiper Bay

3190 Sandpiper Dr.

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ___________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)   YES  NO

Amendment to Paragraph 29 (Non-Waiver)  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature  
Date  4/20/17

Printed Name of Owner  TAREK R. HANN

Address of Owner’s Property in Sandpiper Bay  9483 Sandpiper Way, Indianapolis, IN 46268

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy) [X]  
Amendment to Paragraph 29 (Noi-Waiver) [X]  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
Owner’s Signature

[Printed Name]
Printed Name of Owner

[Address]
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✔</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✔</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Constance J. Howard
Owner’s Signature

3/17/2017
Date

Constance J. Howard
Printed Name of Owner

3143 Sandpiper N. Drive
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☑️ NO

Amendment to Paragraph 23(q) (Owner Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]

Owner’s Signature

MARIA F. HOWELL

Printed Name of Owner

3132 SANDPIPES DR.

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint __________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

YES  

NO

Amendment to Paragraph 29 (Non-Waiver)  

YES  

NO

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Sandra Johnson  

Owner’s Signature  

May 16, 2017  

Date

Sandra Johnson  

Printed Name of Owner

3182 Sandpiper So. Drive  

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.

PO Box 986

Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature ________________

Vanya Kostecka

Printed Name of Owner

467 Sandpiper W Drive

Address of Owner’s Property in Sandpiper Bay

4-8-17 Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  
YES □ NO □

Amendment to Paragraph 29 (Non-Waiver)  
YES □ NO □

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

TANYA MAUL  
Owner’s Signature

TANYA MAUL
Printed Name of Owner

3/14 SANDPIPER 5
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES NO

Amendment to Paragraph 23(q) (Owner Occupancy)   

Amendment to Paragraph 29 (Non-Waiver)   

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Kathryn Darby Matsumura  May 11, 2017
Owner's Signature  Date

KATHRYN DARBY MATSUMURA
Printed Name of Owner

3109 SANDPIPER W. DRIVE
INDIANAPOLIS, INDIANA 46268

Address of Owner's Property in Sandpiper Bay
If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.

Kathryn Darby Matsumura  May 11, 2017
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature: ____________________________ Date: 14 MAR 17

Printed Name of Owner: Mark M. Moore

Address of Owner’s Property in Sandpiper Bay: 3226 S. Sandpoint Dr.

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint _________________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☑ NO ☐

Amendment to Paragraph 23(q) (Owner-Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

David J. McIntire
Owner's Signature

01/13/17
Date

David J. McIntire
Printed Name of Owner

3105 Sandpiper N. Dr.
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ____________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Liccia Mendenhall

Owner’s Signature

Liccia Mendenhall

Printed Name of Owner

9519 Sandpiper West Dr.

Address of Owner’s Property in Sandpiper Bay

3/12/17

Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint
________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
LAURA MITCHELL
Owner’s Signature

[Signature]
LAURA MITCHELL
Printed Name of Owner

3151 Sandpiper North
Address of Owner’s Property in Sandpiper Bay

Date 3-6-17

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint __________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  

Amendment to Paragraph 29 (Non-Waiver)  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature

Printed Name of Owner

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ______________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES  NO

Amendment to Paragraph 23(q) (Owner-Occupancy) ☒ ☐
Amendment to Paragraph 29 (Non-Waiver) ☒ ☐

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Naomi J. Patterson 1/25/2017
Owner's Signature Date

Naomi J. Patterson
Printed Name of Owner

9474 Sandpiper East Dr.
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ____________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✓</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Deborah L. Phillips
Owner’s Signature

Date

8 Mar 17

Printed Name of Owner

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ______________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☑
NO ☐

Amendment to Paragraph 23(q) (Owner-Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Paulette Purdum
Owner's Signature

December 20, 2016
Date

Paulette Purdum
Printed Name of Owner

302 Sandpiper Rd., A-1, On
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>√</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>√</td>
</tr>
</tbody>
</table>

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]
Owner’s Signature

[Signature]
Printed Name of Owner

3147 Sandpiper Dr
Address of Owner’s Property in Sandpiper Bay

[Signature]
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint __________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Therese N. Schapker
Owner’s Signature

Therese N. Schapker
Printed Name of Owner

3211 Sandpiper North Drive
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint [Signature] or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment to Paragraph 29 (Non-Waiver)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

[Signature]
Owner’s Signature

[Name]
Printed Name of Owner

[Address]
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ____________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  YES  NO

Amendment to Paragraph 29 (Non-Waiver)  X  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Julia R Schenk  
Owner's Signature  

4/19/17  
Date

Julia R Schenk  
Printed Name of Owner

3152 Sandpiper S Dr  
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint ________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2017, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES  NO

Amendment to Paragraph 23(q) (Owner Occupancy)  X  

Amendment to Paragraph 29 (Non-Waiver)  X  

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

ryan  4-19-17

Owner’s Signature

Printed Name of Owner

3140 Sandpiper S. Dr.

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, "the Association") and I hereby appoint or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>√</td>
<td></td>
</tr>
</tbody>
</table>

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Owner's Signature

Rebecca F. Smith
Printed Name of Owner

3228 Sandpiper Dr
Address of Owner's Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ___________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

Amendment to Paragraph 23(q) (Owner Occupancy)  

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Carrie D. Storms  
Owner’s Signature  

Carrie D. Storms  
Printed Name of Owner

3208 Sandpiper S. Dr.  
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:  
Sandpiper Bay Homeowners Association, Inc.  
PO Box 986  
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ____________________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>Amendment to Paragraph 23(q) (Owner Occupancy)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature
[Signature]

Printed Name of Owner
Rubia Tano

Address of Owner’s Property in Sandpiper Bay
9323 Sandpiper W. Dr. Indianapolis, IN 46268

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ____________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☑ NO ☐

Amendment to Paragraph 23(q) (Owner-Occupancy)

Amendment to Paragraph 29 (Non-Waiver) ☑

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

______________________________
Owner's Signature

12.18.2016
Date

Gisela Trueblood
Printed Name of Owner

3227 Sandpiper Bay N. Dr., Indianapolis, IN 46268
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below within SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. ("Association") and I appoint ________________________, or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association's Bylaws, to be held on Wednesday, January 25, 2016 at 6:00 p.m. at the MCL Restaurant, 2370 W. 86th St., Indianapolis, IN 46260, and any continuation of that special meeting. The proxy holder named above has the authority to cast my vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES ☐ NO ☑
Amendment to Paragraph 23(e) (Owner-Occupancy)

☑ ☐
Amendment to Paragraph 29 (Non-Waiver)

"I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Robin Wheeler
Owner's Signature

1-23-17
Date

Robin Wheeler
Printed Name of Owner

9550 Sandpiper E. Dr
Address of Owner's property

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.
c/o Property Services Group
1309 Reeves Road
Plainfield, IN 46168

The Owner appointing this proxy may revoke this proxy at any time in person or by issuing a new proxy on a later date or time. This proxy is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is this proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint ______________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES       NO

Amendment to Paragraph 23(q) (Owner Occupancy)   

Amendment to Paragraph 29 (Non-Waiver)   

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Donna White
Owner’s Signature

Donna White
Printed Name of Owner

9560 Sandpiper East Dr
Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint

________________________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

Amendment to Paragraph 23(q) (Owner Occupancy)  YES     NO

Amendment to Paragraph 29 (Non-Waiver)  YES     NO

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Owner’s Signature

Lori Wickstrom

Printed Name of Owner

3159 Sandpiper Dr., Indianapolis, IN

Address of Owner’s Property in Sandpiper Bay

If you cannot attend this Special Meeting, please fill out and send your proxy to:

Sandpiper Bay Homeowners Association, Inc.

PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint __________________________ or if left blank, Naomi Patterson, the President of the Association, as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

YES / NO

Amendment to Paragraph 23(q) (Owner Occupancy)

Amendment to Paragraph 29 (Non-Waiver)

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

[Signature]
Owner’s Signature

[Printed Name]
Printed Name of Owner

[Address]
Address of Owner’s Property in Sandpiper Bay

3-17-17
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.
## Amendment Ballot

"YES" means you think the Amendment should be approved.  
"NO" means you think the Amendment should NOT be approved.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

Should the Changes to Paragraph 23(q) (Leasing) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

2

Should the Changes to Paragraph 29 (Waiver) of the Declaration of Covenants and Restrictions for Sandpiper Bay Property Ownership be approved?

2

Date: 5/17/17

Signature of Owner (or Proxy Holder):

Jane Byus

Printed Name of Owner (or Proxy Holder):

Jane Byus

Address or Unit Number of Owner:

3173 Sandpiper, N.D.K

If you are casting vote(s) as a Proxy for another Owner, please attach the Proxies to this Ballot.
SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC.

PROXY

I am the Owner of the property described below with SANDPIPER BAY HOMEOWNERS ASSOCIATION, INC. (hereinafter, “the Association”) and I hereby appoint Jane Brys as my proxy holder to attend the Special Meeting of the Members of the Association, duly called according to the Association’s By-Laws, to be held on March 15, 2015, at 6:00 pm at the MCL Cafeteria, 2370 W 86th St, Indianapolis, IN 46268, and any continuation of that special meeting. The proxy holder named above has the authority to vote and act for me the same as if I were personally present at the Meeting as indicated below:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment to Paragraph 23(q) (Owner Occupancy)</td>
<td>✓</td>
</tr>
<tr>
<td>Amendment to Paragraph 29 (Non-Waiver)</td>
<td>✓</td>
</tr>
</tbody>
</table>

“I affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy.”

Jeffrey Belden Vincent
Owner’s Signature

Tiffany Belden Vincent
Printed Name of Owner

3226 Sandpiper S. Dr.
Address of Owner’s Property in Sandpiper Bay

3-9-17
Date

If you cannot attend this Special Meeting, please fill out and send your proxy to:
Sandpiper Bay Homeowners Association, Inc.
PO Box 986
Plainfield, IN 46168

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.