

**HAMPTON COVE**

# **HAMPTON COVE**

## **DEVELOPMENT CONTROL COMMITTEE GUIDELINES FOR ARCHITECTURAL CONTROL**

### **INTRODUCTION:**

Pursuant to the Declaration of Restrictions of Hampton Cove, The Hampton Cove Development Control Committee ("Committee") is charged with the responsibility of preserving and enhancing the integrity of the development within the legal limits set out in these Restrictions. The Restrictions generally, provide that the Committee has the right to promulgate and enforce reasonable rules to regulate the external design, appearance, use, location and maintenance of the lots and improvements subject to the Restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures. In order to satisfy this responsibility, the Committee shall:

- A. Approve or disapprove plans and specifications for all new construction.
- B. Approve or disapprove plans and specifications for all exterior improvements on the subject lots. This includes but is not limited to fences, outbuildings, additions and swimming pools.

### **PLANS AND SPECIFICATIONS TO BE SUBMITTED**

In order to properly review proposed improvements, the Committee has established the following to be the minimum materials to be submitted in triplicate:

- A. All plans, drawings, or blueprints will be of professional quality and drawn to scale. Plans must include all exterior elevations, floor plans and foundation plan.
- B. Plans for any improvement must include information noting major building materials, i.e. brick, stone, siding, and proposed colors.
- C. A plot plan which identifies the following: location of house and driveway, finish floor elevation, location of any easements, location of proposed improvement, and location of any relevant factors such as neighboring homes, significant landscape barriers (existing or proposed). Plot plan shall include the distance of all improvements from property lines.

## **ARCHITECTURAL GUIDELINES**

---

Any new building or improvement or any addition to an existing building must have prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on lots in Hampton Cove. Any addition, exterior alteration or change to an existing building shall be compatible with the design and character of the original structures.

### **FENCES**

Perimeter fencing is not allowed in Hampton Cove.

### **LANDSCAPING AND PLANTINGS**

Landscaping work and plantings do require the approval of the Committee. Trees, hedges and shrubs which restrict sign lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved. All retaining and landscape walls must be approved. All front and side yards must be sodded. If you are uncertain about these requirements, please contact the Committee. All lots must have full in-ground irrigation (planting beds optional).

### **EXTERIOR ANTENNAS**

Television, radio antennas, and satellite dishes may not be erected on the exterior of any home in the Development except for the small diameter, 2 feet or less, roof-mounted satellite dishes and devices, and only after Development Control approval.

### **SWIMMING POOLS**

Permanent in-ground pools and pool houses must have the approval of the Committee before any work is undertaken. The Committee will not approve above-ground pools. Temporary pools having a depth of two feet or less require no approval.

An application for the construction of a swimming pool will not be considered unless the application is accompanied by an acceptable fence design or evidence that the agency issuing the building permit will accept an automatic cover and that the subject pool plans include an automatic cover. The design shall conform to county or municipal regulations. Minimum side yard and rear yard requirements will be the same as those required for the home. Use of plantings in the vicinity of the pool is recommended to soften the effect of noise and activity on adjacent properties.

### **BOAT HOUSES, DOCKS AND SEAWALLS**

Require approval by Committee, Indianapolis Water Company and Department of Natural Resources. Homeowner's contractor must obtain necessary permits and approvals.

### **PLAY EQUIPMENT**

Children's play equipment such as sandboxes, temporary pools having a depth of two feet or less, swing and slide sets, playhouses and tents shall not require approval provided such equipment is not more than six feet high, in good repair (including paint) and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than six feet requires the approval of the Committee with regard to design, location, color, material and use.

### **MISCELLANEOUS**

Exterior lighting shall not be directed in such a manner as to create annoyance to adjacent properties.

Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.

Homeowners shall make a reasonable effort to keep garage doors closed except during times of actual use of the garage facility.

Permanent clotheslines are prohibited.

Trellis, benches, yard ornaments, school or seasonal flags (accessory) are not permitted.

INDIANAPOLIS WATER COMPANY AND THE SHOREWOOD CORPORATION

MORSE AND GEIST RESERVOIRS

Rules Concerning Structures and Other Activities at

Morse and Geist Reservoirs

Pursuant to the License Agreement dated October 19, 1970, between Indianapolis Water Company ("IWC") and The Shorewood Corporation ("Shorewood"), and to protect Geist and Morse Reservoirs from erosion, contamination, pollution, diminution of the water supply and interference with their proper use, function, and maintenance as water supply facilities, IWC and Shorewood adopt the following rules governing use of the Reservoirs and IWC's 20 foot easement around the Reservoir.

1. Structures

All structures to be located below the water's edge when the water in the Reservoir is at 785 feet above sea level at Geist Reservoir or 810 feet above sea level at Morse Reservoir ("legal shoreline"), or within the IWC 20 foot easement at either Reservoir must have prior written approval of the Geist or Morse Development Control Committee and conform to the following rules and standards.

No structure shall be permitted within the IWC 20 foot easement other than boathouses, docks, patios, landings and walkways (with handrails) located at ground level.

- a. Boathouses. There shall be permitted one (1) boat house per lot, the outside dimensions of which shall not exceed the lesser of 30 feet in width or 50% of the shoreline footage of the lot in width. Such boat house shall not extend into the reservoir beyond the legal shoreline. Nor shall any room or similar facility be built on top of any boat house. Only flat roofs are allowed.
- b. Docks All docks shall be floating and extend into the water no more than 35 feet from the property line. Any boat lift shall be attached to the owner's dock.
- c. Patios, Landings, Walkways. All patios, landings and walkways shall be made of wood. Any steps down to such structures shall also be made of wood. No part of any patio, landing or walkway structure shall be located in or over the Reservoir.

- d. Shore Protection. All shore protection, rip rap, retaining walls and sea walls to be installed within the IWC 20 foot easement shall be constructed in accordance with Guidelines for Protecting Shoreline Property at Morse and Geist Reservoirs. No construction action may occur below the legal shoreline of the Reservoir unless (1) the property owner establishes to the satisfaction of the Geist or Morse Development Control Committee that confining shoreline protection to the owner's property will not adequately protect the owner's shoreline; and (2) the plans for this have the prior written approval of the appropriate Development Control Committee, Indianapolis Water Company and state and federal regulatory authorities having jurisdiction over such activity. No landings, railings or material of any kind shall extend over the Reservoir from any form of shore protection.
- e. Retaining Walls. Retaining walls shall not exceed 5 feet in height. All retaining walls shall be constructed either (1) to hold an existing bank at its natural grade, or (2) to permit the owner to construct terraces on the lot which may be necessitated by the steep grade or topography of the lot in relation to the water.
2. Irrigation Systems. The pumping of water from Geist Reservoir is prohibited. No pipes or other irrigation equipment shall be located in the Reservoir or within the 20 foot easement.
3. Animals. No animals shall be kept or maintained on any lot abutting the Reservoirs except domesticated pets.
4. Wells and Septic Tanks. No water wells shall be drilled on any lot abutting the Reservoirs nor shall any septic tanks be installed on any lot abutting the Reservoirs except upon express approval of the Geist or Morse Development Control Committee and written consent of Indianapolis Water Company.

The foregoing rules are supplemental to all existing covenants and restrictions with respect to property abutting Morse or Geist Reservoir.

In the event that property abutting the Reservoirs is not subject to regulation by the Geist or Morse Development Control Committee, then all approvals with respect to such property required to be obtained pursuant to these rules from the Development Control Committee shall instead be obtained from Indianapolis Water Company.

Dated:

8/8/89

SHOREWOOD CORPORATION

By

*Stanley E. Hunt*

Printed

President

Title

INDIANAPOLIS WATER COMPANY

By

*W. J. [unclear]*

Printed

Sr. V.P. Engineering

Title

**State of Indiana  
Office of the Secretary of State**

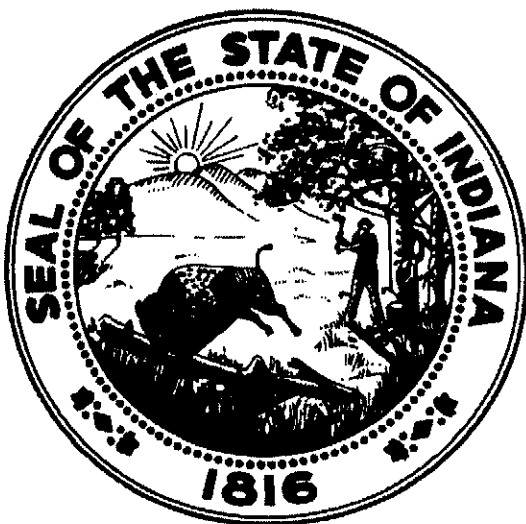
**CERTIFICATE OF INCORPORATION**

of

**HAMPTON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, May 02, 2003.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 2, 2003.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

Articles of Incorporation

ARTICLES OF INCORPORATION OF HAMPTON COVE

PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, executes the following Articles of Incorporation:

ARTICLE 1

Name

Section 1.01. Name. The name of this Corporation is Hampton Cove Property Owners' Association, Inc.

ARTICLE 2

Purposes and Powers

Section 2.01. Type of Corporation. This Corporation is a mutual benefit corporation.

Section 2.02. Primary Purposes. The purposes for which this Corporation is formed are to own, manage, maintain, reserve, repair and reconstruct the Community Area, provide architectural control of the Lots and exercise all of the power and privileges, and perform all of the duties and obligations, of the Corporation as set forth in the Declaration.

Section 2.03. Specific Powers. Subject to any specific written limitations or restrictions imposed by the Act, by the Code, by other law, or by the Declaration or the Articles, and solely in furtherance of but not in addition to the purposes set forth in Section 2.02 and 2.03 of these Articles, the Corporation shall have the following specific powers:

Clause (a). To Manage. To manage, maintain, repair and replace the Property for the benefit and use of the members of the Corporation subject to such restraints or suspensions of use and voting rights of members as are provided herein, in the By-Laws, and in the Declaration.

Clause (b). To Make Assessments. To fix, levy, and collect Assessments and to enforce payment thereof by all lawful means.

Clause (c). To Promulgate Rules. To promulgate such rules and regulations and perform such deeds as are deemed necessary to achieve the aforesaid purposes.

Clause (d). To Insure. To secure from insurers licensed and approved in the State of Indiana appropriate fire-property damage coverage, comprehensive general liability coverage and such other forms of insurance as may be deemed necessary or appropriate.

Clause (e). To Secure Services. To secure professional managerial services by employing a professional manager, contracting with a professional management service or entity, or otherwise, which services may include administrative, managerial, bookkeeping, legal, architectural, engineering, maintenance, repair, construction and other services.

Clause (f). To Acquire and Dispose of Property. To acquire by gift, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber or dedicate for public use, real or personal property in connection with the business of the Corporation subject to the provisions of the Declaration.

FILED  
03-SEP-10 10:10:01  
IND. SECRETARY OF STATE

APPROVED

FILED

*Josh Roberts*

IND. SECRETARY OF STATE

**Clause (g). To Borrow.** To borrow money and, subject to the provisions of the Declaration, to give, as security therefor, a mortgage or other security interest in any or all real or personal property owned by the Corporation, or a pledge of monies to be received pursuant to the provisions of the Declaration, and to assign and pledge its right to make Assessments and its rights to claim a lien therefor.

**Clause (h). To Appoint a Fiscal Agent.** To appoint any Person as its fiscal agent to collect all Assessments and charges levied by the Corporation and to enforce the Corporation's liens for unpaid Assessments and charges or any other lien held by the Corporation.

**Clause (i). To Make Contracts.** To enter into, perform, cancel and rescind all kinds of contractual obligations, including the guarantee of the obligations and performance of others.

**Clause (j). To Act With Others.** To perform any act which the Corporation acting alone has the power and capacity to perform by acting as a partner or otherwise in association with any Person or Persons, whether legally constituted or informally organized.

**Clause (k). To Pay.** To pay all Operating Expenses, including all licenses, taxes or governmental charges levied or imposed against the Property to the extent the same is separately assessed against the Property.

**Clause (l). To Merge.** To participate in mergers and consolidations with other not-for-profit corporations organized for the same purpose.

**Clause (m). To Otherwise Act.** To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise.

**Section 2.05. Limitations Upon Powers.** No part of the net earnings of the Corporation shall inure to the benefit of any Director or Officer of the Corporation or to any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a Director, Officer or employee and to pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a Director or Officer to the Corporation. No substantial part of the activities of the Corporation shall consist of attempting to propose, support, oppose, advocate the adoption or rejection of, or otherwise influence legislation by propaganda or otherwise, and the Corporation shall not participate in or intervene (including the publication or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal taxation under Section 528 of the Code and the Applicable Regulations or the corresponding provisions of any subsequent federal tax laws if the effect thereof is to subject the gross income of the Corporation to federal income taxation at rates established for corporations engaged in business for profit unless the purposes of the Corporation set forth in Section 2.02 of these Articles cannot otherwise be achieved.

### **ARTICLE 3**

#### **Registered Office and Registered Agent**

**Section 3.01. Registered Office.** The street address of the registered office of the Corporation is:

11691 Fall Creek Road  
Indianapolis, IN 46256

**Section 3.02. Registered Agent.** The name of the registered agent of the Corporation at the registered office is:

Allen E. Rosenberg  
11691 Fall Creek Road  
Indianapolis, IN 46256

## **ARTICLE 4**

### **Membership**

**Section 4.01. Classes of Membership.** The Corporation shall have a single class of members. Every Person who is an Owner shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

**Section 4.02. Voting Rights.** Each Lot shall have appurtenant thereto one (1) vote which may be cast by the Owners thereof who are present in person or proxy pursuant to the voting procedures established in the By-Laws.

**Section 4.03. Termination of Membership.** Membership in the Corporation shall lapse and terminate when a Member ceases to be an Owner.

**Section 4.04. Suspension of Membership Rights.** No Member may be expelled from membership in the Corporation for any reason. The Board of Directors shall have the right to suspend the voting rights of a Member for a period during which any Assessment or charge owed by the Member remains unpaid in excess of thirty (30) days.

**Section 4.05. Meetings of Members.** All meetings of the Members shall be held at such place within the State of Indiana as may be designated by the Board of Directors pursuant to the provisions of the By-Laws.

**Section 4.06. No Other Preferences, etc.** There shall be no other preferences, limitations, or restrictions with respect to the relative rights of the Members.

## **ARTICLE 5**

### **Directors**

**Section 5.01. Number of Directors.** The initial Board of Directors of the Corporation shall consist of three (3) members. The number of Directors of the Corporation shall be specified from time to time in the By-Laws, but the minimum number shall be three (3) and the maximum number shall be seven (7) and, if the By-Laws fails to specify the number, then the number shall be three (3).

**Section 5.02. Initial Directors.** The initial members of the Board of Directors are:

Allen Rosenberg  
Rob Bussell  
Donald J. Calabria  
11691 Fall Creek Road  
Indianapolis, IN 46256

**Section 5.03. Appointment of Directors.** Prior to the Applicable Date, members of the Board of Directors shall be appointed by Developer. Thereafter they shall be elected by the Members in accordance with the provisions of the Code of By-Laws.

## **ARTICLE 6**

### **Incorporator**

**Section 6.01. Name and Address of Incorporator.** The name and post office address of the incorporator is as follows:

Allen Rosenberg  
11691 Fall Creek Road  
Indianapolis, IN 46256

## ARTICLE 7

### Provision for Regulation and Conduct of the Affairs of Corporation

**Section 7.01. Management of Corporation.** The affairs of the Corporation shall be managed by the Board of Directors.

**Section 7.02. Code of By-Laws.** Subject to the provisions of Section 7.04, the Board of Directors of the Corporation shall have the power, without the assent of the Members, to make, alter, amend, or repeal the By-Laws.

**Section 7.03. Amendment of Articles of Incorporation.** The Corporation reserves, subject to the provisions of Section 7.04, the right to amend, alter, change or repeal any provisions contained in the Articles or in any amendment hereto, in any manner now or hereafter prescribed or permitted by the Act or any amendment thereto; but such power of amendment does not authorize any amendment that would permit any part of the net earnings of the Corporation to inure to the benefit of any private individual, that would modify the provisions of Section 2.05 if such modification would have the effect of disqualifying this Corporation as an organization exempt from Federal income taxation under the provisions of Section 528 of the Code, as amended, or such equivalent provision as may hereafter exist from time to time, or that would be in conflict with the provisions of the Declaration.

**Section 7.04. Approval by Developer.** Prior to the Applicable Date, each amendment to these Articles and to the Code of By-Laws must be approved in writing by Developer.

## ARTICLE 8

### Dissolution

**Section 8.01. Dissolution.** In the event of dissolution of the Corporation, assets remaining after payment of all debts of the Corporation shall be transferred by the Board of Directors to a successor corporation formed to provide for the continuing maintenance and administration of the Development, or its assets shall be distributed by the Board consistent with the provisions of the Indiana Nonprofit Corporation Act of 1991 as then in effect.

## ARTICLE 9

### Indemnification

**Section 9.01. Indemnification.** The Corporation shall indemnify any person made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Corporation against all liability and reasonable expense incurred or suffered by such person in connection therewith, if:

- a. the individual's conduct was in good faith; and
- b. the individual reasonably believed:
  - (i) 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
  - (ii) in all other cases, that the individual's conduct was at least not opposed to the Corporation's best interest; and
- c. in the case of any criminal proceeding, the individual either:
  - (i) had reasonable cause to believe the individual's conduct was lawful; or
  - (ii) had no reasonable cause to believe the individual's conduct was unlawful

## ARTICLE 10

### Definitions

**Section 10.01. Terms.** The following terms, as used in these Articles, and in the By- Laws, unless the context clearly requires otherwise, shall mean the following:

"Act" means The Indiana Nonprofit Corporation Act of 1991, as amended from time to time.

"Applicable Date" means the earlier of (i) the date when all Lots in the Tract have been improved by the construction thereon of Residences or (ii) December 31, \_\_\_\_\_ [Year].

"Applicable Regulations" means the regulations issued with respect to referenced provisions of the Code by the Internal Revenue Service as the same may be amended from time to time.

"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Assessment" means all sums lawfully assessed against the Members by the Corporation or as declared by the Declaration, the Articles or the By-Laws.

"Board of Directors" means the governing body of the Corporation.

"By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Community Area" has the meaning specified in the Declaration.

"Corporation" means Hampton Cove Property Owners' Association, Inc., an Indiana non-profit corporation.

"Declaration" means the Declaration of Covenants, Conditions and Restrictions for Hampton Cove Property Owners' Association, Inc. which has been or will be recorded in the office of the Recorder of Hamilton County, Indiana, as the same may be amended from time to time.

"Developer" means Hampton Cove Property Owners' Association, Inc., its successors and assigns to its interest in the Tract other than Owners purchasing Lots by deed from Developer (unless the conveyance indicates an intent that the grantee assume the rights and obligations of Developer).

"Lot" means a platted lot as shown on the final secondary plat of the Tract.

"Member" means a Member of the Corporation.

"Operating Expenses" means expenses of administration of the Corporation and expenses for the upkeep, maintenance, repair and replacement of the Community Area and other Property.

"Owner" means a Person, including Developer, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

"Person" means an individual, firm, corporation, partnership, association, joint venture, trust or other legal entity, or any combination thereof.


"Property" means the Community Area and appurtenant easements, improvements and other property of every kind and nature whatsoever, real, personal or mixed, located upon the Community Area or used or held for use in connection with the business or operation of the Corporation.

"Regulations" means the regulations issued pursuant to the Code as the same may be amended from time to time.

"Tract" means the real estate described in Exhibit A to the Declaration.

**Section 10.02. Other Terms.** Any undefined term used herein or in the By-Laws shall, unless the context requires otherwise, have the meaning set forth in Paragraph 1 of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article 6, executes these Articles of Incorporation this 30th day of April, 2003.

  
Allen Rosenberg, Incorporator

**State of Indiana  
Office of the Secretary of State**

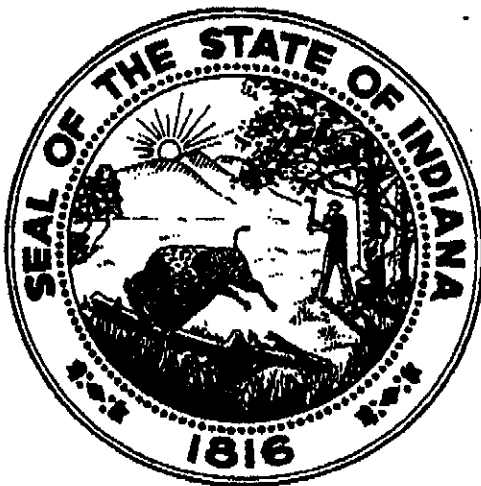
**CERTIFICATE OF AMENDMENT**

of

**HAMPTON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, January 26, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 26, 2004.

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE



**ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION (NONPROFIT)**

State Form 4161 (R10 / 1-03) / Corporate Form No. 364-2 (May 1988)

Approved by State Board of Accounts 1995

RECEIVED  
INDIANA SECRETARY  
OF STATE

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E818  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for attachments.  
Present original and one copy to address in upper right corner of this form.  
Please **TYPE-PRINTED**  
Please visit our Office on the web at [www.sos.in.gov](http://www.sos.in.gov).

2004 JAN 14 PM 12:53

Indiana Code 23-17-17-1 et seq.  
FILING FEE: \$30.00

AND  
FILED

*Todd Rokita*

IND. SECRETARY OF STATE

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION

The undersigned officer of the Nonprofit Corporation named in Article I below (hereinafter referred to as the "Corporation") desiring to give notice of corporate action effectuating Amendment(s) to the Articles of Incorporation, certifies the following facts:

This Corporation exists pursuant to: (check appropriate box)

- ☒ The Indiana Not-For-Profit Corporation Act of 1971 (IC 23-7-1.1) as amended.  
☐ Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)  
☐ Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1) as amended

RECEIVED  
INDIANA SECRETARY  
OF STATE  
2004 JAN 28 AM 9:37

**ARTICLE I - Amendment(s)**

SECTION 1: The name of the Corporation is:

**Hampton Cove Property Owners' Association, Inc.**

SECTION 2: The date of incorporation of the Corporation is:

**May 2, 2003.**

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:

**Hampton Cove Property Owners' Association, Inc.**

SECTION 4

The exact text of Article(s) **4, Section 4.01 and 4.02** of the Articles of Incorporation is now as follows.

**Section 4.01. Classes of Membership.** The Corporation shall have two (2) classes of members.

**Class A.** Class A members shall be all owners with the exception of the Developer and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

**Class B.** Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following event:

- (i) On the date the Developer sells the last lot and no longer owns any lots or land in the Development; or  
(ii) January 1, 2030.

**Section 4.02. Voting Rights.** Each Lot shall have appurtenant thereto one (1) vote which may be cast by the Owners thereof who are present in person or proxy pursuant to the voting procedures established in the By-Laws.

SECTION 5

The date of adoption of the amendment to the Article(s) **4, Section 4.01 and 4.02** was **December 15**, 20 **03**

**ARTICLE II - Manner of Adoption and Vote**

**SECTION 1: Action by Board of Directors**

The Board of Directors duly adopted a resolution proposing to amend the Article(s) of Incorporation: (select one)

- ☐ At a meeting held on \_\_\_\_\_, 20\_\_\_\_, at which a quorum of such Board was present.
- ☒ By written consent executed on December 15, 20 03, and signed by all members of such Board.

**SECTION 2: Action by members**

**IF APPROVAL OF MEMBERS WAS NOT REQUIRED:**

The Amendment(s) were approved by a sufficient vote of the Board of Directors or Incorporators and approval of members was not required.

☐ Yes ☐ No

The Amendment(s) were approved by a person other than the members, and that approval pursuant to Indiana Code 23-17-17-1 was obtained.

☐ Yes ☐ No

**IF APPROVAL OF MEMBERS WAS REQUIRED:**

TOTAL	MEMBERS OR DELEGATES ENTITLED TO VOTE AS A CLASS		
	1	2	3

MEMBERS OR DELEGATES ENTITLED TO VOTE				
MEMBERS OR DELEGATES VOTED IN FAVOR				
MEMBERS OR DELEGATES VOTED AGAINST				

- ☐ The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Signature of current Officer

*Allen E. Rosenberg*

Printed name of Officer

Allen E. Rosenberg

Title of Officer

President

## **BY-LAWS**

### **HAMPTON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

#### **ARTICLE I**

##### **Name and Location**

**Section 1.** Name and Location. The name of this corporation is as follows:

**HAMPTON COVE PROPERTY OWNERS' ASSOCIATION, INC.**

Its principal office is initially located at

11691 Fall Creek Road

Indianapolis, Indiana 46256

#### **ARTICLE II**

##### **Definitions**

**Section 1.** Declarant. "Declarant", as used herein, means:

The Marina Limited Partnership., an Indiana limited partnership.

**Section 2.** The Project. "The Project", as used herein, means that certain community being developed by the Declarant in Hamilton County, Indiana, known as "Hampton Cove".

**Section 3.** Declaration. "Declaration", as used herein, means that certain Declaration of Covenants and Restrictions made the 31<sup>st</sup> day of July, 2003, by the Declarant, and which Declaration is recorded as Instrument No. 200300075838 in the Office of the Recorder of Hamilton County, Indiana.

**Section 4.** Association. "Association", as used herein, means Hampton Cove Property Owners' Association, Inc.

**Section 5.** Mortgage. "Mortgage", as used herein shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed or trust or any beneficiary thereof.

**Section 6.** Lot. "Lot", as used herein, means a parcel of subdivided land within the Project which is subject to the Declaration and upon which there is, or is to be, constructed a Dwelling.

**Section 7.** Dwelling. "Dwelling", as used herein, means and refers to a single family residence on a Lot within the Project.

**Section 8.** Common Areas and Facilities. "Common Areas and Facilities", as used herein, shall mean and refer to all property, real or personal, owned by the Association for the benefit, use and enjoyment of its members, including but not limited to all water lines, sewer lines, all cable T.V. and other similar reception systems, sprinklers, lights and other utility lines to the extent the same are outside the exterior walls of a Dwelling and are not subject to maintenance by the utility company rendering the service or the Owner of a Dwelling, and all facilities and property leased by the Association or wherein the Association has acquired rights by means of contract.

**Section 9.** Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

## ARTICLE III

### Membership

**Section 1.** Membership. The Association shall have two (2) classes of voting membership:

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

(b) The Class B member shall be the Declarant or its nominee. The Class B membership shall lapse and become a nullity on the first to happen of the following events:

(1) the date upon which the written resignation of the Class B member is delivered to the resident agent of the Association;

(2) thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or;

(3) May 1, 2030.

**Section 2.** Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Indiana, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consequently numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President, and the Secretary or an Assistant Secretary, and may be sealed with the corporate seal, if one is used. Such signatures may be original or facsimile.

**Section 3.** Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

**Section 4.** Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships then issued and outstanding; but in no event shall a member receive an amount greater than the total of the amounts advanced or loaned by him to the corporation, plus the amounts paid in by him as membership dues or otherwise, together with simple interest at the rate of eight percent (8%) per annum.

## ARTICLE IV

### Meeting of Members

**Section 1.** Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

**Section 2.** Annual Meeting. At the election of Declarant, but in no event later than ninety (90) days after all Lots in Hampton Cove have been sold and deeded by Declarant, Declarant shall notify all members that the first annual meeting of the members shall be held on a day specified in such notice. At such meeting the Board of Directors selected by Declarant shall resign and the members shall elect a new Board of Directors. Said initial meeting shall be for the purpose of electing a new Board of Directors and for the transaction of such other business as may properly be brought before the meeting. Thereafter, the annual meetings of the members shall be held not more than six (6) months after the close of the fiscal year of the Corporation. At such meeting there shall be a quorum in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business as may properly come before the meeting.

**Section 3.** Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least forty percent (40%) of each class of the then members having been presented to the Secretary; provided, however, that no special meeting shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4.** Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof, as well as the time and place where it is to be held, to each member of record at his address as it appears on the membership book of the Association; or, if no such address appears, at his last known place of address, at least ten (10), but not more than thirty (30), days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

**Section 5.** Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the then total votes of record shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

**Section 6.** Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 7.** Voting. At every meeting of the members each Class A member shall have the right to cast one vote for each Class A membership which he owns on each question. The Class B member shall have the right to cast five (5) votes for each Lot of which it is the Owner in the Project. The vote of the members representing fifty-one percent (51%) of the total of the votes present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of statute or of the Articles of Incorporation, or of the Declaration, or of these By-Laws, a different vote is required, in which case, such express provision shall govern and control. The vote for any membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation, and attested by the Secretary or an Assistant Secretary of such corporation, and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee

or partner thereof, as the case may be; and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

**Section 8.** Proxies. A member may appoint any other member or the Declarant or management agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

**Section 9.** Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of minutes of preceding meeting;
- (d) Reports of Officers, if any;
- (e) Reports of committees, if any;
- (f) Unfinished business;
- (g) New business;
- (h) Election or appointment of inspectors of election;
- (i) Election of Directors;
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## ARTICLE V

### Directors

**Section 1.** Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3), and not more than seven (7), natural persons.

**Section 2.** Initial Directors. The initial Directors shall be selected by the Declarant, need not be members of the Association, and shall serve at the election of the Declarant. The names of the Directors who shall act as such until such time as their successors are duly chosen and qualified, are as follows:

Allen E. Rosenberg  
Allen E. Rosenberg, Jr.  
Donald Calabria

**Section 3.** Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the:

- (a) care, upkeep and surveillance of the Common Areas and Facilities and other areas identified in the Declaration, and in a manner consistent with law and the provisions of these By-Laws and the Declaration and execution of all contracts in connection therewith;

- (b) establishment, collection, use and expenditure of assessments and/or carrying charges from the members and to provide for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Common Areas and Facilities and other areas identified in the Declaration, and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Facilities and other areas identified in the Declaration as are designated to prevent unreasonable interference with the use and occupancy of the Common Areas and Facilities by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and
- (e) performance of all other duties imposed upon and exercise of all other rights granted to the Association hereunder and under the Declaration.

**Section 4. Budget.** The Board of Directors shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period. The budget herein shall be in format consistent with the classification of the accounts in the Association as hereinafter provided for in these By-Laws. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and to the institutional holder of any Mortgage on any Lot in the Project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a management agent (the "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize.

**Section 6. Election and Term of Office.** Unless replaced by the Declarant, the term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected. The election of Directors shall be held by ballot, unless balloting is dispensed with by the consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. Directors shall hold office until their successors have been elected and hold their first meeting. The members shall resolve to fix the term of office of each Director at one (1) year.

**Section 7. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

**Section 8. Removal of Directors.** At a regular meeting, or special meeting duly called by such purpose (but only after the first annual meeting of members, as hereinabove provided for), any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member and who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Association may be terminated upon resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in Section 7 of this Article.

**Section 9. Compensation.** No compensation shall be paid to Directors for their services as Directors. After the lapse of all of the Class B memberships as provided for in Article III of these By-Laws, no remuneration shall be paid to any Director who is also a Class A member of the Association for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

**Section 10. Organization Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

**Section 11. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the day named for such meeting.

**Section 12. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

**Section 13. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

**Section 14. Quorum.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 15. Action Without Meeting.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

## ARTICLE VI

### Officers

**Section 1. Designation.** The principal Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the Officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other Officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

**Section 2. Election of Officers.** The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

**Section 3. Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors called for such purpose.

**Section 4. President.** The President, shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to

appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

**Section 5.** Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

**Section 6.** Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

**Section 7.** Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping (or causing to be kept) full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit (or causing the deposit) of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII

### Liability and Indemnification of Officers and Directors

**Section 1.** The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association), to which he may be made a party by reason of being or having been an Officer or Director of the Association, whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association, and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for therein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association, may be entitled.

**Section 2.** Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or Association (including the Declarant), in which one or more of the Directors of his Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction; or because his or their votes are counted for such purpose if any of the conditions specified in any of the following subparagraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interest Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or Officer of such other corporation, or not so interested.

## **ARTICLE VIII**

### **Management**

**Section 1.** Management and Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Common Areas and Facilities and, for the benefit of the members, shall enforce the provisions hereof and shall pay out of the expense fund provided for, the following:

- (a) the cost of providing water, sewer, electricity, heat, gas, garbage and trash collection, snow removal, street lighting and cleaning, and/or other utility services for the Common Areas and Facilities; and
- (b) the cost of fire and extended coverage and public liability insurance on the Common Areas and Facilities and other areas identified in the Declaration, and the cost of such other insurance as the Association may effect; and
- (c) the cost of the services of a person or firm to manage the Common Areas and Facilities to the extent deemed advisable by the Association consistent with the provisions of the Declaration and these By-Laws, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Common Areas and Facilities; and
- (d) the cost of providing recreational facilities by means of contracting therefor with others and/or leasing such facilities as are from time to time deemed necessary and appropriate; and
- (e) the cost of providing such legal and accounting services as may be considered necessary to the operation of the Association; and
- (f) the cost of painting, maintaining replacing and repairing the Common Areas and Facilities and other areas identified in the Declaration, and furnishings and equipment, and the Board of Directors shall have the exclusive right and duty to acquire the same; and
- (g) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law or in the Declaration; and
- (h) the amount of all taxes and assessments levied against the Association or upon any property which it may own, or which it is otherwise required to pay, if any; and
- (i) any amount necessary to discharge any undisputed lien or encumbrance, or any portion thereof; and
- (j) such amounts as may be determined by the Board to establish operating reserves, reserves for replacement and capital expenditures, and to make up any deficit in the common expenses for any prior year.
- (k) costs of lawn maintenance and landscaping maintenance of lots within Hampton Cove if Association elects to undertake this expense.

**Section 2.** Annual Assessments. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration as supplemented by the provisions of these By-Laws.

**Section 3. Management Agent.** The Association may contract in writing to delegate any of its ministerial duties, powers or functions to the Management Agent. Neither the Association nor the Board of Directors shall be liable for any omission or improper exercise by the Management Agent or any such duty, power or function so delegated.

**Section 4. Easements for Utilities and Related Purpose.** The Association is authorized and empowered to grant (and shall from time to time grant, at the request of Declarant) such licenses, easements and/or rights-of-way for sewer lines, water lines, sprinkler lines, lights, electrical or other cables, television cables, circuits, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public or private utilities to the Project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Project, and for the preservation of the health, safety, convenience and/or welfare of the members or the Declarant.

**Section 5. Limitation of Liability.** The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds; or for injury or damage to person or property caused by the elements; or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Areas and Facilities; or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas or Facilities. No diminution or abatement of assessments, as herein elsewhere or in the Declaration provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## **ARTICLE IX**

### **Fiscal Management**

**Section 1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year at the Association, which shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

**Section 2. Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting principles, consistently applied. The same shall include books with detailed accounts in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and Facilities, provided with respect to the same and any other expenses incurred by the Association. That amount of any assessment required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

**Section 3. Reporting.** At the close of each fiscal year, the Association shall furnish its members and any mortgagee requesting the same an annual financial statement, including the income and disbursements of the Association.

**Section 4. Inspection of Books.** The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agent or attorneys, and to the institutional holder of any first mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their respective interests.

**Section 5. Principal Office - Change of Same.** The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

**Section 6.** Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are, from time to time, so authorized by the Board of Directors.

**Section 7.** Seal. The Board of Directors may, but need not, provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

## **ARTICLE X**

### **Amendment**

**Section 1.** Amendments. These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the then total membership.

## **ARTICLE XI**

### **Interpretation - Miscellaneous**

**Section 1.** Conflict. These By-Laws are subordinate and subject to all respects of the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

**Section 2.** Committees. The Board of Directors may, from time to time, appoint such committees as -it considers necessary or appropriate from the membership of the Association, each of which shall consist of a chairman and at least two (2) other members. Any committee so appointed shall serve at the pleasure of the Board of Directors.

**Section 3.** Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

**Section 4.** Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

**Section 5.** Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 6.** Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and provisions of these By-Laws.

**Section 7.** Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of gender shall be deemed to include all genders.

## **PLAT RESTRICTIONS – HAMILTON COUNTY**

---

1. **EASEMENTS FOR DRAINAGE, SEWERS, UTILITIES AND LANDSCAPING:** Lots are subject to drainage easements, sewer easements, landscape easements and access easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public/private utility companies and governmental agencies as follows:

- A. **DRAINAGE EASEMENTS (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **SEWER EASEMENTS (S.E.)** are created for the use of Hamilton Southeastern Utilities, its successors or assigns, and/or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public/private sanitary sewer available.
- C. **UTILITY EASEMENTS (U.E.)** are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public/private utilities, governmental agencies, and the rights of other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. **DWELLING SQUARE FOOTAGE REQUIREMENTS AND USE:** All lots in this subdivision shall be known and designated as residential lots. No business building shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of Noblesville, Hamilton County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height and residential accessory buildings. Any garage or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of finished living space of dwellings constructed on all Residential Lots shall be 2600 square feet for a single floor residence and 3000 square feet for a two story or multi-story residence with the ground floor having a minimum of 1500 square feet exclusive of porches, terraces, garages, carports, accessory buildings and basements.

3. Accessory buildings shall not exceed 35% of the total floor area of the residence, excluding basement, unless the basement is a walkout and is in a finish condition for living purposes.

4. Boat houses may not exceed one story (10 feet in height) and shall not exceed 900 square feet under roof.

### **6. RESIDENTIAL SETBACK REQUIREMENTS**

- A. **In General** – Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development, except as provided herein.
- B. **Definitions** – “Side line” means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. “Rear line” means the lot boundary line that is farthest from, and substantially parallel with, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. **Front Yards** – The front building setback lines (Building Line) shall be as set forth upon this plat of the Development.
- D. **Cul-De-Sacs** – If the particular lot abuts on a cul-de-sac, the front building setback line (Building Line) shall be as shown on the plat of that lot.

- E. Side Yards – Minimum side yard setback: Total – 20% of minimum lot width. Provided, however, no side yard shall be less than nine (9) feet from the side line of the lot.
- F. Rear Yards – Rear setback lines shall be at least twenty (20) feet from the rear lot line excepting in the case of water frontage lots where setbacks shall be twenty (20) feet or the horizontal location of the line which lies at 788.4 feet above mean sea level (with the exception of boat houses approved by the Development Control Committee), whichever is greater; provided, however, the Indiana Department of Natural Resources may authorize an encroachment upon lands below 788.4 above mean sea level because of unusual topographic conditions.

7. BLOCKS "A" AND "B": Blocks "A" and "B" in the development are created and reserved for the use and benefit of the Developer and Property Owners Association for the installation, construction, maintenance, repair, reconstruction and replacement of private streets, earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items.

The Developer and any and all successors and assigns hereby waive all rights to petition the City of Noblesville, the Hamilton County Board of Commissioners, the Hamilton County Highway Department, or the successor unit of government to be responsible for the maintenance of the Access Easement designated as Block "B", or to have the easement considered a public road necessitating maintenance by any unit of government.

8. 100 YEAR FLOOD ELEVATION AND FLOOD PROTECTION GRADE: (Minimum Building Elevation) Per IDNR, the 100 Year Flood Elevation on Geist Reservoir is 788.4 feet (NGVD 29). Flood Protection Grade (FPG) is defined and means the elevation of the lowest point around the perimeter of a building at which flood waters may enter the interior of the building (IDNR Rule FPM 1, filed March 18, 1974).

9. DEVELOPMENT CONTROL COMMITTEE: Prior to application for Improvement Location Permit from the Department of Community Development of the City of Noblesville for the construction of a residence or other structure, site plans and building plans shall be approved in writing by the Development Control Committee, as defined in the Declaration of Restrictions. Such approval shall include building design, color and location, private drives, tree preservation and proposed landscaping.

10. CONTROLLING DOCUMENTATION: The restrictions contained in the plat are an implementation of the Declaration of Restrictions of Hampton Cove, recorded as Instrument No. 200300075838 in the Office of the Recorder of Hamilton County, Indiana and any amendments thereto. In the event of a discrepancy between these Plat Restrictions, and the Declaration, then the Declaration shall control.

11. DURATION: These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them until January 1, 2080, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the development.

12. ENFORCEMENT: The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Control Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Control Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Noblesville Department of Planning and Development, its successors or assigns.

13. The purchaser of a lot in this Section shall acquire said lot subject to all terms, provisions, conditions and assessments as required by administrative regulations imposed upon Hamilton Southeastern Utilities, its successors or assigns.