

AMENDED BY-LAWS OF ASHFORD LAKES HOMEOWNERS HOA

ARTICLE I

DEFINITIONS

Section 1. "HOA" shall mean and refer to Ashford Lakes Homeowners HOA, Inc., an Indiana Not-for Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any parcel, which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Attached Patio Home" (previously referred to as duplex or parcel) shall mean an individually owned residence and the approximate one-half lot upon which it is located, or the whole lot if both parcels are deeded to the same owner. Attached patio homes are two single family homes that share a party wall (or common wall) but have separate deeds and also own the land that each sit upon.

Section 4. "'Common Areas" shall mean all the real estate owned by the Ashford Lakes HOA for the common use and enjoyment of the Owners. The common areas are meant to include all three ponds in the neighborhood, as well as the lighting and sidewalks at the entrance bridge.

Section 5. "Common Expenses" shall mean and refer to the expenses of administration of the HOA and expenses for the upkeep, maintenance, repair, and replacement of the Common Areas and all sums lawfully assessed against the Owners by the HOA as from time to time provided by its By-laws.

Section 6. "By-laws shall mean the By-laws adopted by Ashford Lakes Homeowners HOA, Inc., and all amendments and additions thereto.

Section 7. "Occupant" shall mean and refer to a person other than the owners who is in possession of that parcel.

Section 8. "Majority of Parcel Owners" shall mean and refer to those Parcel Owners who collectively own fifty-one percent (51%), or more, of the existing parcels located in Ashford Lakes.

Section 9. "Party Wall" or common wall shall mean and refer to the wall dividing two attached patio homes, which wall shall be located on or near the division line.

Section 10. "HOA Board" shall mean and refer to those persons elected by the property owners of the HOA. The board shall include President, Vice President,

Secretary and Treasurer.

Section 11. "Dwelling" shall mean and refer to the residential living space constructed for human habitation and, except where the context clearly indicates otherwise, shall include all attached garage area.

Section 12. "Lot Division Line" shall mean and refer to that line which is located approximately equal distance from each side Lot line, which is specifically located and drawn as a broken line on the Plat.

ARTICLE II

PROPERTY RIGHTS AND CONVEYANCES

Section 1. Land Use. Not more than one residential dwelling may be constructed on any platted Lot. Each attached patio home shall be constructed with a Party Wall located on the Division Line of such parcel. However, nothing in this Section shall be deemed to preclude or prevent a Lot Owner from constructing a single-family dwelling on any Lot.

Section 2. Owner's Rights of Enjoyment. Every home and patio homeowner shall have a right and easement of enjoyment in and to the Common Areas in common with all other owners and such rights and easements shall be appurtenant to and pass with the title of every parcel. Such rights and easements shall inure to the benefit of the Owner, their family, guests, tenants, and contract purchasers.

Section 3. Title to the Common Areas. The parcel owners hereby covenant for themselves, their successors, and assigns that they will convey fee simple title to the common areas of the plat to the HOA, free and clear of all encumbrances and liens, and that they will convey fee simple title to the common areas located within a subsequently platted section of the real estate described above, free and clear of any encumbrances and liens.

ARTICLE III

HOA MEMBERSHIP AND VOTING RIGHTS

The HOA shall be a nonprofit corporation under the laws of the State of Indiana, subject to the following:

Section 1. Membership. The members of the HOA shall consist of all the record owners of Parcels. Upon the recording of a deed, which conveys title to the Parcel, the grantee of such deed shall become a member of the HOA, and the membership of the Parcel grantor shall be thereby terminated. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.

Section 2. Voting. Each member of the HOA shall be entitled to cast one vote for each Parcel owned by him; providing however, that no more than one vote shall be allowed for any one Parcel. If a Parcel is owned by more than one person, or owned by corporation, a certificate of appointment, designating the individual entitled to cast the vote for the Parcel shall be filed with the Secretary of the HOA. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change of ownership in the Parcel occurs. A certificate designating the person entitled to cast the vote of the Parcel may be revoked by an owner of the Parcel. The Secretary may waive the filing of the certificate where the Parcel is owned by married couple and only the husband or wife votes.

Section 3. Limitation upon Liability. Notwithstanding the duty of the HOA to maintain, operate, replace, and repair the Common Areas, the HOA shall not be liable for injury or damage, other than the cost of maintenance, operation, replacement and repair, caused by a latent condition of the property to be maintained, operated, replaced, and repaired by the HOA, or by the elements, or by other Owners or persons.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS PARCEL OWNERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each parcel owner by acceptance of a deed therefore, whether or not it shall be as expressed in such deed, is deemed to covenant and agree to pay to the HOA: (1) annual assessments or charges and special assessments for maintaining Common Areas, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. All sums assessed by the HOA shall be established by using generally accepted accounting principles for a nonprofit entity, applied on a consistent basis, and which funds shall be used for the usual and ordinary repair and maintenance of the Common Areas.

The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the parcel, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Parcel subject to foreclosure

Section 2. Purpose of Assessments. The assessments levied by the HOA on a parcel shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas.

Section 3. Date of Commencement of Annual Assessments; Due Dates, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The HOA Board shall fix the amount of the annual assessment against each parcel at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be quarterly and for all reasonable charge, furnish a certificate signed by an officer of the HOA setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the HOA as to the status of assessment on a Parcel is binding upon the HOA on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for applicable parcels. Annual assessments may be paid monthly, quarterly, or annually. Default in the payment of any one installment shall result in a \$10 late fee for that period.

Section 5. Effect of Nonpayment of Assessments: Remedies of the HOA. If any assessment is not paid by the end of the year (pursuant to Section 3 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant property, binding upon the then Owner, his/hers, devisees, successors, and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his/her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the voting rights of the parcel Owner shall be suspended until such assessment is paid, and such assessment shall bear interest from the date of delinquency at the maximum permissible rate allowed under Indiana law, and the HOA may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Parcel.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE

Section 1. Maintenance. The owner of each parcel shall keep the property in which they reside neat and attractive, and shall perform such maintenance as may be reasonably necessary to protect the value of neighboring property. In the event an owner of any parcel in Ashford Lakes shall fail to maintain the improvements, lawn and shrubbery of such property in a manner satisfactory to the HOA, that board shall have the right to require said owners to maintain, repair and restore the property. After receiving no less than two verbal warnings and one written warning, refusal by the parcel owner to comply shall result in a fine being levied or by legal action. The written warning must include specific maintenance expectations and allow a minimum of thirty days to complete before further action will be taken. If the work has not been completed at that time, a final written notice of a fine being levied or legal action being taken shall be sent by registered mail to the parcel owner.

Section 2. Maintenance of Common Areas. The HOA shall be responsible for the maintenance, repair, and replacement of all the Common Areas and improvements thereon. The HOA shall also repair and maintain the drainage retention ponds designed and constructed and shall not permit such drainage system or ponds to be modified in any manner that would diminish the ponds' retention capacity or vary the elevation of any outlet pipe. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, family, or guests, or invitees, the costs of such maintenance or repairs shall be added to, and become a part of, the assessment to which such Parcel is subject.

ARTICLE VI

INSURANCE

Section 1. Insurance - Common Areas. The HOA Board shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner and the HOA, its Board of Directors, and any of its employees or agents from liability in connection with the Common Areas, Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an owner individually.

Section 2. Insurance - Parcel Owners. Each Owner shall have the right to purchase any additional insurance he deems necessary, and he shall be responsible for all insurance on his Parcel and the contents thereof, decorating, furnishings, and personal property therein, and his personal liability to the extent not covered by the liability insurance for all Owners obtained as a part of the common expenses as above provided. Individual Parcel Owners shall have the exclusive right to settle, adjust, or litigate any claims under any policies purchased by and paid for by the respective Parcel Owners individually. Owners of attached patio homes shall each insure the roof serving their own attached property.

Section 3. Owner's Liability and Casualty Insurance. No person other than the Owner, or his mortgagee where permitted by his mortgage, shall have the right to place hazard or liability insurance on his Parcel. There may not be any requirement imposed to insure through a

particular company or agent, or to require the policies be approved by the HOA. Proceeds of insurance shall not be required to be paid to anyone other than the owners and/or his mortgagee.

Section 4. Casualty and Restoration. In the event of damage or destruction of any Common Area, then the HOA shall cause such damaged or destroyed Common Area to be promptly repaired and restored. The proceeds of the insurance carried by the HOA and/or Owner covering their respective obligations hereunder shall be applied to the repair and restoration of the Common Area or Parcel, as the case may be.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. The wall placed on the Division Line of the Lot shall constitute a Party Wall. To the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of repair and maintenance of each Party Wall shall be shared equally by the Owners who share such wall.

Section 3. Destruction by Fire or Other Casualty. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then Owners shall, at their joint expense, repair, or rebuild said wall and each party, his successors, and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage or destruction of said wall, such negligent party shall bear the entire cost of repair, or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.

Section 4. Right to Contribute Runs with Land. The right of any Owner to a contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Access to Utilities, Etc. Either party shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage, water, and/or utilities subject to the obligation to restore said wall to its previous structural condition at his own expense, and the payment to the adjoining owner of any damages negligently caused thereby.

Section 6. Permanent Location. Neither party shall alter or change said Party Wall in any manner, interior decoration excepted, and always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of

the remises of the other on which said Party Wall is located for party wall purposes unless the parcel owner has deeded ownership of both attached patio homes may open a portion of their party wall to allow expansion of living space to become one larger single family dwelling.

Section 7. Perpetual Easement for Encroachments. If any portion of an attached patio home shall for any reason encroach upon the other attached patio home as a result of the construction of the property, a valid, perpetual easement for the encroachment and for its maintenance by the owner of a parcel whose property is affected thereby and shall exist perpetually. In the event the building or the improvement, shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the owner of the attached patio home whose property is affected thereby, and shall exist perpetually.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Covenants Run with Land. All restrictions, reservations, covenants, conditions, and easements contained in these HOA By-laws shall constitute covenants running with the land, and all grantees, devisees or mortgagees, their heirs, personal representatives, successors, and assigns, and all parties claiming by, through, or under such persons, agree to be bound by the provisions of the HOA By-laws of which will be the entity responsible for the operation and maintenance of the Commons Areas.

Section 2. Enforcement. The HOA, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these HOA By-laws. Failure by the HOA, or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 4. Effect of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions, and covenants in these HOA By-laws, or in its Articles of Incorporation and By-laws of the HOA, shall be construed to be a waiver of any succeeding breach of the same term, provisions, or covenant.

Section 5. Instruments Governing Common Areas and Owners of Parcels. The By-laws of the HOA, which are attached hereto and made a part hereof, and any lawful amendments, from time to time to said instruments, shall govern the Common Areas and the rights, duties, and responsibilities of the Owners of Parcels.

Section 6. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this all run with and bind the land, and shall inure to the benefit of and be enforceable by the HOA, or the owner of any Parcel subject to this plat, their respective legal representatives, heirs, successors, and assigns for a term of twenty five (25) years from the date of recordation of these covenants and restrictions, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by 51% vote of the members of the HOA such covenants and conditions are amended, alters, or revoked.

Section 7. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by certified mail at the address of the on the parcel. Such notices shall be deemed given when deposited in the Parceled States mail, Postage Prepaid. Any Owner may change his mailing address by written notice given to the HOA.

Section 8. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

ARTICLE IX

MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Parcel. Upon written request by a mortgagee to the HOA, mortgagee of a Parcel shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Parcel of any obligation of the Owner under the Covenants, the By-laws of the HOA, or the Articles of Incorporation of the HOA. The request for notification can be made by any mortgagee of the Parcel, its successors, or assigns. The notification shall be sent not later than the sixty-five (65) day after the occurrence of an uncured default.

Section 2. Right to Examine Books and Records. Mortgagees, their successors, or assigns, shall have the right to examine the books and records of the HOA.

Section 3. Right to Reimbursement. First mortgagees of Parcels may, jointly or singly, pay taxes or other charges which are in default, and which may or have become a charge against any Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, as and first mortgagees making such payments shall be owed immediate reimbursement therefor from the HOA. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees duly executed by the HOA.

Section 4. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Parcel Owner of any other party, priority over any rights of first

mortgages of Parcels with the properties pursuant to their mortgages in the case of a distribution to Parcel Owners of insurance proceeds of condemnation awards for losses to or a taking of Commons Areas.

ARTICLE X

HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Fences/Pools. Except for original construction, fences shall only be constructed in the property's backyard. Both in ground and above ground pools are allowed in the backyard by these bylaws. These pools must meet all local and state regulations/ordinances.

Section 2. Roofs. All roofs of property in Ashford Lakes shall be shingled with similar color shingles. ANY roof being replaced needs to have the shingle color approved by the HOA board. Some roofs for two attached patio homes are built as one continuous roof. Should such a roof in its entirety need to be replaced or repaired, each Owner shall be responsible for an equal share of the expense of such replacement or repair. In the event of damage by fire or other casualty as to only a portion of the roof, the party owning the portion of the roof so damaged shall be solely responsible for its repair, it being the intent of this paragraph that the Owners jointly share only that expense as is occasioned by the necessity of repairing or replacing an entire continuous roof as a result of its normal wear and tear, or its total destruction.

Section 3. Exterior. The front exterior of all dwelling shall be finished with brick veneer.

Section 4. Driveways. All driveways from the street to the garage shall be poured concrete, or masonry, not less than twelve (12) feet in width.

Section 5. Sidewalks. Each Lot shall have a sidewalk constructed along each Lot line that borders a street. Such sidewalk shall be located five feet (5') from the back of the street curb. The sidewalks shall be constructed out of 3500-lb. concrete and shall be four inches (4") thick. Sidewalks are to be maintained in good repair by the owner of the property.

Section 6. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried out on any property nor within any dwelling upon said property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other property owners.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any property, or within any part of said property. Except that this shall not prohibit the keeping of dogs, cats and/or caged birds or other unobjectionable domestic pets, provided they are not kept, bred or maintained for commercial purposes.

c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind, shall be permitted on any parcel. Controlled fire pits are acceptable.

(d) Except as herein elsewhere provided, no junk vehicle, motorcycle, commercial vehicle, trailer truck, camp truck, house trailer, or the like shall be kept upon the properties (except in enclosed garages). Boats and campers are allowed for 5-7 days, in spring to prepare for use and in fall to ready for winter storage. The repair/extraordinary maintenance of automobiles or other vehicles needs to be done in enclosed garage, not in driveway, except for bonafide emergency.

e) For safety reasons and in order to facilitate the free movement of passing vehicles, no automobiles/vehicles belonging to owners shall be parked on the streets (except for temporary emergencies). Owners may not park in their yards or in a way that blocks access to sidewalks or streets.

(f) No personal business signs shall be erected, posted, or displayed on or about any parcel in Ashford Lakes. Those signs that are allowed include entrance signs, directional signs, speed limits and the like. Other signage that is acceptable includes: rummage signs, For Sale signs, election signs (during the time frame required by law), and signs denoting a child's school activities.

(g) No structure, planting, or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any portion of the properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct, or retard direction or flow of any drainage channels.

(h) Garage doors shall be maintained in a closed position when not being used for immediate ingress and egress. Garage doors shall be painted in neutral colors only. Shades of black, white, gray, brown or tan are acceptable.

(i) Rules for the Common Areas which may from time to time be adopted by the HOA, should then be added to the bylaws. Current rules include: No swimming in the ponds. No boats with gas or electric power are allowed in the ponds. No solicitation by outside businesses in the neighborhood of Ashford Lakes.

ARTICLE XI

Amendments to By-laws

These By-laws may be amended by the HOA at any regularly scheduled semi-annual meeting of the HOA or at a meeting called expressly for that purpose. However, no amendment shall take effect unless approved by 51% of the members of the Ashford Lakes HOA.

ADOPTED ON THE _____ DAY OF _____, 2023.

This prepared by: Judy Moore
8206 W. Ashford Lane
Muncie, Indiana 47304

Terry Coahran
8508 W. Ashford Lane
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I, Leslie M. Mathewson, under the penalties for perjury, swear that I have taken reasonable care to redact each social security number in this document. Leslie M. Mathewson, Mathewson Law, PC., 625 S. Tillotson Avenue, Muncie, Indiana 47304, (765)587-4526