

**CODE OF BY-LAWS  
OF  
STONEVIEW HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I  
NAME

Section 1.1. Name. The name of this Corporation shall be Stoneview Homeowners' Association, Inc. (hereinafter referred to as "Corporation").

ARTICLE II  
PURPOSES

Section 2.1. Purposes. The Corporation is a mutual benefit corporation, organized exclusively for the following purposes:

- (a) The maintenance and care of certain common features and common areas of Stoneview Townhome Development, a planned unit development to the Town of Ellettsville, and the assessment and collection of any fees, charges or expenses related thereto from the members; and
- (b) To perform any purpose which not-for-profit corporations are authorized under the Indiana Nonprofit Corporation Act of 1991 (the "Act").

ARTICLE III  
DEFINITIONS

Section 3.1. Declaration. "Declaration" as used herein, means a "Declaration of Covenants, Conditions and Restrictions" applicable to Stoneview Townhome Development ("Development") and any amendments, recorded in the office of the Recorder of Monroe County, Indiana.

Section 3.2. Corporation. "Corporation," as used herein, means Stoneview Homeowners' Association, Inc., which is also referred to as the "Association" in the Declaration.

Section 3.3. Unit. "Unit," as used herein, means a townhome within Stoneview Townhome Development.

Section 3.4. Owner. "Owner," as used herein, means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Unit that is a part of the Development, including contract sellers.

Section 3.5. Common Areas. "Common Areas" means all real property owned by the Association for the common use and enjoyment of the Owners and Members and such real property designated in the Development plat as common area.

ARTICLE IV  
MEMBERS

Section 4.1. Members. The Corporation shall have Members. The Owners of each of the Units of the Development shall be Members.

Section 4.2. Annual Meeting. Annual meetings of the Members shall be held at 3:00 o'clock p.m. on the first Sunday of October each year. At such meeting, the Directors shall be elected by ballot of the Members. The Members may transact other business at such meetings as may properly come before them.

Section 4.3. Budget Meeting. Meetings of Members to present the budgets shall be called in accordance with Section 4.4. The budget may be presented at the annual meeting or at special meetings called for other purposes as well.

Section 4.4. Special Meetings. Special meetings of the Association may be called by the president, by a majority of the members of the Board of Directors, or by Members comprising ten percent (10%) minimum of the votes in the Association.

Section 4.5. Notice of Meetings. Except for budget meetings, which will be noticed not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary, not less than ten (10) nor more than sixty (60) days in advance of a meeting, the secretary or other officer specified in the By-Laws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Member. No action shall be adopted at a meeting except as stated in the notice.

Section 4.6. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 4.7. Adjournment of Meeting. At any meeting of Members, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 4.8. Voting.

(A) If only one of several Owners of a single Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Unit. If more than one of the Owners is present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to a Unit without protest being made promptly to the person presiding over the meeting by another Owner of a Unit.

(B) Votes allocated to a Unit may be cast under a proxy duly executed by a Member. If a Unit is owned by more than one person, each Owner of the Unit may vote

or register protest to the casting of votes by the other Owners of a Unit through a duly executed proxy. A Member may revoke a proxy given under this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term.

(C) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or by-laws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(D) Votes allocated to a Unit owned by the Association may not be cast.

Section 4.9. Quorum. Except as otherwise provided in these By-Laws, the Members present in person or by proxy, at any meeting of the Members, shall constitute a quorum at such meeting.

Section 4.10. Majority Vote. The vote of a majority of the Members present in person or by proxy at a meeting at which a forum shall be present shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

## ARTICLE V BOARD OF DIRECTORS

Section 5.1. General Powers. The control and management of the affairs of the Corporation shall be vested in its Board of Directors.

Section 5.2. Number and Tenure. The number of Directors shall not be more than five (5) and the initial number of Directors shall be three (3). Each Director shall hold office for a term not exceeding three (3) years or until his or her successor shall have been designated and qualified. Each Director shall be eligible for re-appointment. The Board of Directors shall have the right to increase or decrease within the limits prescribed by the Articles of Incorporation the number of Directors by a vote of the majority of the Directors present at a properly called meeting of the Board of Directors.

Section 5.3. Election of Directors. Directors shall be elected at the annual meeting of the Members or at a special meeting of the Members called for this purpose.

Section 5.4. Removal. Any Director may be removed, either with or without cause as provided by law, at a special meeting called by a majority of the Directors if the notice of meeting states that one of the purposes of the meeting is removal of the Director.

Section 5.5. Resignation. A Director may resign by delivering written notice to the Board of Directors, the president, or the secretary of the Corporation. A resignation is effective when delivered unless the notice specifies a later effective date.

Section 5.6. Vacancies. Any vacancy occurring on the Board of Directors caused by removal, resignation, death or other incapacity, or increase in the number of directors, may be filled by the Board of Directors by majority vote of all of the Directors remaining in office. A new Director shall serve until the expiration of the term for which the Director's predecessor was elected. In the event that there are no surviving directors, the personal representative of the estate of the last surviving Director shall have the authority to appoint a new Director.

Section 5.7. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these By-Laws, at 3:00 o'clock p.m. on the last Sunday in September each year. The Board of Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 5.8. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Indiana, as the place for holding any special meeting called by them, setting forth the purpose of the special meeting.

Section 5.9. Notice of Special Meetings. Notice of any special meeting and the purpose thereof of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by email or mail to each Director at his or her address as shown by the records of the Corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws.

Section 5.10. Quorum. A majority of the entire Board of Directors shall constitute a quorum. However, when filling vacancies occurring in the Board of Directors, a majority of the existing Directors shall constitute a quorum.

Section 5.11. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.12. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.13 Participation in Meetings by Electronic Communications. Any or all Directors may participate in an annual or special meeting of the Board of Directors by, or through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Participation by any such Director by this means shall be deemed to constitute presence in person at such meeting.

Section 5.14. Power to Appoint Executive Committee. The Board of Directors shall have power to appoint by resolution, adopted by a majority of the entire Board, an executive committee composed of two or more Directors, who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation between meetings of the Board.

Section 5.15. Power to Make By-Laws. The Board of Directors shall have the power to make and alter any by-law or by-laws, including the fixing and altering of the number of Directors.

Section 5.16. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

Section 5.17. Removal of Director or Officer. Any Director or officer or other agent may be removed by the Board of Directors whenever, in the judgment of the Board, the interests of the Corporation will be served thereby. In order to remove a Director, officer or agent, a special meeting must be held, pursuant to Section 5.8, above.

## ARTICLE VI OFFICERS

Section 6.1. Officers. The officers of the Corporation shall be a president, vice president, secretary, and treasurer and such other officers as may be deemed desirable by the Board of Directors. Any two or more offices may be held by the same person, except the offices of secretary and treasurer. The Board of Directors shall designate the officers of the Corporation as follows:

Section 6.2. Term of Office. Each officer shall hold office for one year or until his or her successor shall have been duly designated and shall have qualified, unless earlier removed by the Board of Directors. All officers and agents can be removed at any time by the affirmative

vote of the majority of the members of the Board of Directors. Officers shall be eligible for reappointment.

Section 6.3. President. The president shall be the chief executive officer of the Corporation. He or she shall preside at all meetings of the Board of Directors. Under the Board's direction he or she shall have general supervision over the affairs of the Corporation and over the other officers. He or she shall sign all written contracts of the Corporation, subject to approval of the board, and shall perform all such other duties as are incident to this office.

Section 6.4. Vice President. The vice president shall perform all duties incumbent upon the president during the absence or disability of the president, and perform such other duties as these By-Laws may require or the Board of Directors may prescribe; provided, that if the Board of Directors elects more than one vice president, their respective right to act during the absence or disability of the president shall be in the order in which their respective names appear in the resolution, or resolutions, electing such vice presidents.

Section 6.5. Secretary. The secretary shall have the responsibility for providing that notices required by these By-Laws be issued, and shall provide that minutes of all meetings of the Board of Directors be adequately kept. He or she shall have responsibility for most corporate records of the Association, any and all written contracts of the Corporation. He or she shall perform all such other duties as are incident to this office.

Section 6.6. Treasurer. The treasurer shall have custody of all moneys and securities of the Corporation and shall give bond in such sums and with such surety as the Directors may require, conditioned upon the faithful performance of office. He or she shall perform all such other duties as are incident to this office.

## ARTICLE VII COMMITTEES

Section 7.1. Standing and Special Committees. The President shall, with the approval of the Board of Directors, appoint such standing or special committees of such size as the president or Board of Directors may deem necessary to properly carry on the activities and effect the purposes of the Corporation. Such committees shall perform as the president or the Board of Directors may direct.

## ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 8.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2. Checks, Drafts, and Related Items. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer.

Section 8.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 8.4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

## ARTICLE IX BOOKS AND RECORDS

Section 9.1. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote.

## ARTICLE X FISCAL YEAR

Section 10.1. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31.

## ARTICLE XI POWERS AND DUTIES

Section 11.1. Powers. In addition to the powers granted to a Board of Directors of a non-profit corporation in accordance with the laws of the State of Indiana, the Directors shall have all powers necessary to carry out the duties and responsibilities set forth in these By-Laws. The powers of the Directors include the power to initiate litigation, file liens against real estate for unpaid assessments, and prosecute claims for damages and claims for injunctive relief for violations of any restrictions, covenants or ordinances by the Members.

Section 11.2. Duties. In addition to the duties imposed on a Board of Directors of a non-profit corporation in accordance with the laws of the State of Indiana, the Directors shall enforce covenants, conditions and restrictions for use of the Units by the Members, their guests,

invitees and assigns, as stated in the Declaration of Covenants, Conditions and Restrictions of Stoneview Townhome Development.

After control of the Association is relinquished by the developer, the Board of Directors, or a committee appointed by the Board of Directors, shall be responsible to review and approve all construction and development plans applicable to any Unit, including reconstruction and remodeling of the exterior of any previously constructed Unit.

Section 11.3. Enforcement. The Board of Directors is empowered to prosecute a claim for damages for violation of any of these restrictions, including injunctive relief forcing removal of violators. The Owner of a Unit responsible for the violation shall indemnify and hold the Association and the Board of Directors harmless against all costs, fees and expenses incurred in enforcing these restrictions, including court costs, expert witness fees and attorney fees.

## ARTICLE XII ASSESSMENTS

Section 12.1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, in the property and for improvement and maintenance of the Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Unit.

Both annual and special assessments must be affixed at a uniform rate for all Units and may be collected on a monthly basis. The annual assessments provided for herein shall commence as to all Units in accordance with the determination of the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Any assessment not paid within 30 days after the due date shall incur a late payment fee in the sum of five dollars (\$5.00) to cover administrative costs and interest on the delinquent assessment. The fee shall be assessed each month that the assessment remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE XIII  
CORPORATE INDEMNIFICATION

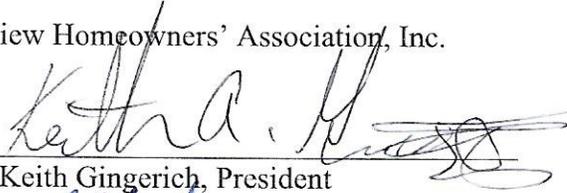
Section 13.1. Indemnification. To the extent not inconsistent with the law of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Corporation shall be indemnified by the Corporation as provided in the Act.

ARTICLE XIV  
AMENDMENTS TO BY-LAWS

Section 14.1. Amendments. These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors, provided that the text of the proposed amendments shall have been sent to all Directors with the call for the meeting at least ten (10) days in advance of such meeting.

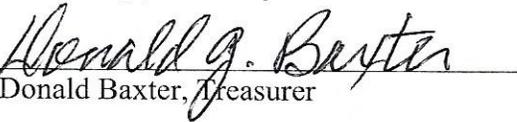
Adopted and approved effective the 17<sup>th</sup> day of December 2017.

Stoneview Homeowners' Association, Inc.

By:   
Keith Gingerich, President

By:   
Christian Axiom, Vice-President

By:   
Alice Voigt, Secretary

By:   
Donald Baxter, Treasurer

ATTEST:

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
STONEVIEW TOWNHOME DEVELOPMENT**

This Amended and Restated Declaration, made on the date hereinafter set forth by Scarlett Oak Properties, LLC (hereinafter referred to as "Declarant"),

**RECITALS**

1. The Declaration of Covenants, Conditions and Restrictions of Stoneview Townhome Development (the "Declaration") was recorded on September 12, 2007 as Instrument Number 2007017111 in the office of the Recorder of Monroe County, Indiana.
2. The Plat of Stoneview Townhome Development, a subdivision, was recorded in Cabinet HB, Envelope 169 in the office of the Recorder of Monroe County, Indiana.
3. The First Amendment to Declaration of Covenants, Conditions and Restrictions of Stoneview Townhome Development was recorded on September 24, 2007 as Instrument Number 2007017839 in the office of the Recorder of Monroe County, Indiana ("First Amendment").
4. Declarant desires to further amend the Declaration and to incorporate the additional amendments and all prior amendments into the Declaration as a single document and therefore adopts this Amended and Restated Declaration in substitution for and replacement of the Declaration and First Amendment (the "Restated Declaration").

**WITNESSETH**

WHEREAS, Declarant is the owner of certain property in Richland Township, County of Monroe, State of Indiana, which is more particularly describes as:

See Exhibit A, attached.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

**Section 1. "Association"** shall mean and refer to Stoneview Homeowners' Association.

**Section 2. "Bylaws"** shall mean the Bylaws of Association.

**Section 3. "Common Area"** shall mean all of the Property and the improvements thereon, excepting therefrom the individual Townhomes. Common Area includes, but is not limited to, those areas shown on the plat as Common Area and Limited Common Areas ("L.C.A."), including the streets, parking and lawn areas and the improvements constructed thereon, all as shown on the plats of Stoneview Townhome Development.

**Section 4. "Common Expenses"** shall mean the costs incurred by and estimated to be incurred by the Association when determining the annual budget for maintenance and repair of Common Areas, taxes, insurance, legal and accounting fees, management expenses and such services to Owners as the Association may provide from time to time to include but not limited to (and not required except by decision of the Association) for trash removal, snow removal, utilities and landscaping.

**Section 5. "Declarant"** shall mean and refer to the Scarlett Oak Properties, LLC, its successors and assigns.

**Section 6. "Driveway"** shall mean the areas appurtenant to each Townhome extending between the Townhome and the roadway and as shown on the plat although the plat contains no driveway notation. That portion of each of these areas appurtenant to each Townhome but confined to that part of the driveway divided by extending to the roadway the common line between the Townhomes shall be limited common areas for the exclusive use of the appurtenant Townhome.

**Section 7. "Limited Common Areas"** shall mean those areas as depicted on the plats of Stoneview Townhome ("L.C.A.") or as otherwise designated by the Association, including decks, patios, walkways and porches appurtenant to a Townhome structure and parking areas appurtenant to a Townhome as shown on Exhibit B, attached.

**Section 8. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Townhome and improvements thereto which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

**Section 9. "Properties" and "Property"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 10. "Special Assessments"** mean those assessments levied by the Association as may be necessary for the purpose of defraying, in whole or in part the expense of any contingency or event not provided for in the annual budget or the reserves of the association.

**Section 11. "Townhome"** shall mean and refer to any Townhomes shown upon any recorded subdivision plat of the Properties and identified by number. Townhome shall consist of the Townhome structure consisting of the foundation, walls and roof on the footprint as depicted on the plat.

**Section 12. "Vehicle"** means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and any other motorized wheeled object or conveyance which is customarily used for transportation (and includes Commercial Vehicles).

## ARTICLE II

### PROPERTY RIGHTS

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions:

The right of the Association to adopt reasonable rules for the use of the Common Areas and to charge reasonable fees for the use and maintenance of the Common Areas and improvements situated upon the Common Area.

The right of the Association to suspend the voting rights of an owner for any period during which any assessment, special assessment or covenant violation against his Townhome remains unpaid or violation unresolved.

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Association.

**Section 2. Use of Common Area.** Right of use of the Common Area shall extend to the Owner, his family, guests, invitees, successors in interest to a Townhome, contract purchaser, lessee and agents and the occupants of the Townhome. All lawful users of the Common Area shall be subject to this Restated Declaration and the rules adopted by the Association.

**Section 3. Association's Easement for Maintenance and Repair.** The Association shall have an easement to go upon any other Townhome for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Townhome.

**Section 4. Utilities, Public Officials, Association Officials.** There is hereby created a blanket easement upon, across, over and under all of said Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones, electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing company, or contractor to erect and maintain the

necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, cross and under the roofs and exterior walls of dwelling units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area, the Limited Common Areas and any Lot and dwelling unit to perform the duties of maintenance and repair of the dwelling units, Lots or Common Area provided for herein. Notwithstanding anything to the contrary in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially planned and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

**Section 5. Easements for Encroachment.** If any part of the Common Area encroaches upon any Lot or building thereon, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. If any part of any Lot or the building thereon encroaches upon the Common Area, or upon another Lot or Lots, a valid easement for such encroachment shall and does exist. In the event that any building upon a Lot in the Properties shall be partially or totally destroyed and then rebuilt and due to code or regulatory requirements, minor encroachments of the building upon the Common Area are necessary, then valid easements for such encroachments and the maintenance thereof shall exist.

**Section 6. Limited Common Areas.**

(a) Limited Common Areas are a part of the Common Areas and reserved for the exclusive use of the appurtenant Townhome. Additional Limited Common Areas may be designated by the Association. The Owner of the Townhome appurtenant to sidewalk and porches shall be responsible for removal of ice and snow from the sidewalks and porches. The Association shall have final authority to determine the adequacy of maintenance and may demand of the Owner to perform such maintenance, at the expense of the Owner, as necessary to maintain porches and sidewalks.

(b) The two parking spaces associated with a Townhome as Limited Common Area are reserved for the exclusive use of the owner of the Townhome, including guests. The owner of the Townhome is empowered to enforce the exclusive use of the designated Limited Common Area to include the towing of unauthorized vehicles parked in the Limited Common Area, at the expense of the vehicle Owner. This authorization for towing of unauthorized parked vehicles from Limited Common Area shall constitute an act of enforcement of the covenants of this Restated Declaration as provided by and in accordance with Article IX, Section I.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of a Townhome which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhome which is subject to assessment.

**Section 2.** The Association shall have one class of voting membership. Members shall be all Owners, who shall be entitled to one vote for each Townhome owned. When more than one person holds an interest in any Townhome, all such persons shall be members. The vote for such Townhome shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Townhome.

**Section 3.** Each Owner is deemed to have granted to Declarant an irrevocable proxy to vote for the Owner on any matter on which the members of Association shall be entitled to vote until such time as the Declarant turns over control of the Association to the Owners.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE, TAX AND INSURANCE ASSESSMENTS

**Section 1. Covenant for Maintenance.**

(a) The Association shall maintain the foundation walls and roof of the Townhome from the exterior siding inward to the unfinished interior wall (excluding interior drywall) and including all electrical lines, plumbing, insulation, conduit and ductwork located in the wall cavities, and from the roofs inward to the interior ceiling surface of the highest ceiling level (excluding the unfinished interior ceiling) including trusses, rafters, plumbing, electrical wiring, conduit or ductwork located above the ceiling level. The Association shall also maintain and repair the Common Areas and Limited Common Areas (except snow removal in the Limited Common Areas of porches and sidewalks, as shown on the plat) to include landscaping, snow removal, trash removal, lawn maintenance and repair of all paved surfaces. The Association shall perform routine maintenance, including painting for entry doors and garage doors. The Owner shall be responsible for repair of damage caused by Owner's negligence (including negligence of guests and invitees) and routine cleaning, repair and maintenance of windows.

(b) In the event of damage or destruction of the Townhome, the Owner shall have an affirmative duty to repair and rebuild the Townhome, subject to approval of plans in accordance with Article V. The Association shall cooperate and make available to the Owner such insurance proceeds that may be paid by the insurance maintained by the Association and used for the repair and reconstruction of the damaged Townhome, subject to reasonable controls imposed by the Association to ensure use of the insurance proceeds for repair and reconstruction as required by this Section.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Townhome owned with the properties, hereby covenants, and each Owner of any Townhome by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) tax assessments, (3) insurance assessments, and (4) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual tax, insurance, and special assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Townhome 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 Townhome at the time when the assessment fee became due.

**Section 3. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the payment of Common Expenses and assessments as provided above.

**Section 4. Annual Assessment.** Until Declarant turns over control of the Association to the Owners, the annual assessment shall be an amount fixed by the Declarant. The assessment will be based on the estimated cash requirements for the Common Expenses and payment of assessment in the ensuing year as set forth in the budget, divided by the total number of Townhomes.

From and until after Declarant turns over the Association to the Owners the assessment shall be set by the Association at any amount sufficient to pay the expenses of the Association, and shall be payable by the 15th of each month, or such other date and in such frequency as the Association shall determine at the time the annual budget is adopted.

The annual budget shall include a payment toward a reserve account maintained by the Association for repair and maintenance expenses incurred by Association other than routine operational expenses. The reserve account shall be maintained in a separate account by the Association and shall be used prior to adopting a special assessment.

The Association shall maintain depository accounts and checking accounts in the discretion of the Board of Directors and a federally insured financial institution.

The budget shall include funds, as determined in the discretion of the Board of Directors, estimated for the cost to enforce covenants during the subsequent year, including the estimated cost for towing or removal of junk or illegally parked vehicles and the cost to abate violations of the covenants by Owners. Such expenses incurred by the Association shall be invoiced directly to the Owner of the Townhome to which the violation of the covenants is attributed. All sums advanced by the Association on behalf of an Owner for cure of a violation of the covenants shall accrue interest at the rate of 18% per annum from the date the expense is incurred until the Association is reimbursed by the responsible Owner.

**Section 5. Special Assessments for Capital Improvements.** In addition to the other assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the

Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Notice and Quorum for any Action Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. The meeting shall be conducted at a time and place as designated in the notice. At the first such meeting called, the presence of members or of the proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, to be held no later than 60 days later, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 7. Date and Rate of Assessment.** Association expenses incurred periodically, including but not limited to property taxes, insurance, maintenance and special assessments, must be fixed at a uniform rate for all Townhomes and shall be due and payable and collected as part of the assessment payments.

**Section 8. Date of Commencement of Assessments: Due Dates.** The first assessment shall be adjusted pro rata according to the number of months in the calendar year. Declarant or the Board of Directors shall fix the amount of the assessment against each Townhome at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be as provided in Section 3 above unless otherwise established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Townhome has been paid. A properly executed certificate of the Association as to the status of assessments on a Townhome is binding upon the Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall incur a late payment fee in the sum of \$5.00 to cover administrative costs and interest on the delinquent assessment. The fee shall be assessed each month that the assessment remains unpaid. After January 1, 2012 the Association may include an interest charge or additional fees for delinquent assessments by amendment to the By-Laws of the Stoneview Homeowners' Association. The Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Townhome.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Townhome shall not affect the assessment lien. However, the sale or transfer of any Townhome 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 Townhome from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Declarant Exemption from Assessments.** The Declarant shall be exempt from payments of assessments for Townhomes owned by the Declarant that have not been occupied. A model Townhome, if maintained by Declarant, shall not constitute occupancy. Declarant shall be responsible for all maintenance, interior and exterior, of Townhomes exempt from assessment. Declarant shall maintain hazard insurance for all Townhomes exempt from assessment and shall be responsible for trash removal associated with the Townhome.

## ARTICLE V

### ARCHITECTURAL CONTROL

Except for construction by Declarant as part of the original plans, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, and following turn over of control of the Association, the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, Declarant shall retain architectural control until the date specified in Article III, Section 2 herein.

## ARTICLE VI

### INSURANCE AND TAXES

**Section 1. Insurance.** The Association shall purchase and maintain all risk, including earthquake, insurance equal to 100% of the replacement cost of the Properties required to be maintained by the Association (Article IV) and in addition, liability coverage in the amount of One Million Dollars (\$1,000,000) and shall assess the Owners prorate for said premium which shall be a monthly assessment. The liability coverage limit of \$1,000,000 shall be a minimum coverage. The Association may increase the liability coverage from time to time and the Owner shall be assessed the premium for insurance.

Each Owner shall maintain insurance for repair and replacement of the Townhome from the bare unfinished interior drywall of the exterior walls (including the drywall) to the bare unfinished highest ceiling level (including ceiling drywall) and all components and features installed.

The Association's insurance and the areas required for Association insurance and Owner insurance are more specifically described as:

Association Insurance Responsibilities

- (a) Footings
- (b) Foundations
- (c) Perimeter walls, including exterior siding
- (d) Electrical, plumbing, insulation, conduit and ductworks located in wall cavities and above the highest ceiling level
- (f) Concrete floors and subflooring
- (g) Exterior doors
- (h) Garage doors
- (i) Roofs
- (j) Porches, decks and patios
- (k) Electrical services from the Townhome to the meter
- (l) Plumbing exterior to the Townhome
- (m) Interior perimeter wall supports and beams
- (n) Interior wall studs and trimming and stairways
- (o) Windows
- (p) Perimeter wall insulation

The Owner shall be purchase and maintain property damage insurance for the replacement costs of the following:

- (a) Interior wall drywall (perimeter walls)
- (b) All interior walls and doors
- (c) Floor coverings
- (d) Window treatments
- (e) Appliances
- (f) Light fixtures
- (g) Heating and cooling units, including exhaust fans
- (h) Cabinets, including but limited to kitchen and bathroom cabinets, built-in bookcases, vanities and all built-in shelving.
- (i) Plumbing fixtures.

**Section 2. Taxes.** The Association shall pay the real estate taxes on the common areas and shall assess the owners on a pro-rata basis for the share of said taxes on a monthly basis.

ARTICLE VII

DECLARANT'S RIGHTS

**Section 1. Use of Property.** Declarant reserves the right to grant easements for utilities and other reasonable purposes across the Common Area, to use any of the lots or Townhomes as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Townhomes prior to their being sold. This reservation of right or privilege of the Declarant includes, but is not limited to, the right to

maintain models, erect signs, maintain an office, staff the office with employees, and to use any and all of the Common Area and to show Townhomes then unsold. Any improvements placed on the Properties for the purpose of such sales, such as signs, or any other promotional items shall not be considered a part of the Common Area nor attachments thereto, but shall remain the property of the Declarant and may be removed at any time convenient to the Declarant. The Declarant retains the right to be considered an owner of any lot or Townhome that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

**Section 2, Construction and Sale Period.** Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Declarant or his designee to maintain, during the period of construction and sale of the Townhomes, upon such portion of the Properties as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required or be convenient or incidental to the construction and sale of the Townhomes, including, but without limitation, storage areas, construction yards, signs, model units, construction offices, sales offices and business offices.

## ARTICLE VIII

### ADDITIONAL COVENANTS AND RESTRICTIONS

All owners of Townhomes are subject to the following additional covenants and restrictions.

**Section L Use.** Each Townhome shall be used for residential single family purposes only, and shall have one dwelling unit designed, built, and located pursuant to plans provided by the Declarant.

**Section 2. Size of Dwelling.** Each unit shall be designed, located and built pursuant to plans provided by the Declarant.

**Section 3. No Temporary or Permanent Structures.** No structure, such as trailers, basements, tents, shacks, barns, dog houses or other outbuildings shall be used on said lands at any time either temporarily or permanently. No residence shall be occupied prior to completion, and there shall be no temporary living quarters.

**Section 4. Mailboxes.** All mailboxes will be installed by the Declarant in a central location. No individual mailboxes will be permitted to be installed in front of the Townhome or at any other location unless approved by the Declarant or Association.

**Section 5. Prohibited Activities.** No manufacturing, noxious, illegal, or offensive activities shall be conducted on said lands nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

**Section 6. Trash Removal.** All trash shall be kept in concealed sanitary containers and concealed within the Townhome except on days of trash collection. All equipment and

containers for the storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned, buried or disposed of in the Common Area.

**Section 7. Pets.** No animals, birds or reptiles of any kind shall be raised, bred or kept for commercial purposes. No animals except dogs, cats and other commonly domestic household pets may be kept on the premises. All pets must be supervised and on a leash at all times when outside the Townhome. Pets may not be confined on or within the Common Areas through the use of portable kennels, fencing or leashes or chains attached to or affixed to the Common Area. All pet owners are required to pick up after their pets and pet owners are responsible for any damages caused by their pets.

**Section 8. Driveways Required.** All driveways and required parking areas shall be black top and shall be designed, built and located pursuant to plans provided and installed by the Declarant. One car garages will be attached to each Townhome and shall be designed, built, and constructed pursuant to plans provided by Declarant.

**Section 9. Heating/Cooling.** Each unit shall have a central heating and cooling system pursuant to plans developed and approved by the Declarant. No temporary heating devices or alternative heating systems are permitted in the Townhome including the garage. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the development including any residence.

**Section 10. Parking and Vehicles.** No vehicles larger than a one-ton pickup may be parked overnight on any Townhome property or the Common Area. No disabled or inoperable vehicle shall be kept on the Common Area for more than three working days while arrangements are being made to have it repaired. Each Townhome is assigned two parking spaces in the Limited Common Areas and as shown on the plat of Stoneview Townhomes.

**Section 11. Fences.** All fences, including invisible pet fences, not installed by Declarant, are prohibited except as approved as provided in Article 5.

**Section 12. Disposals required.** All dwellings erected on said lands shall be equipped with mechanical device for the grinding of food wastes. Such device shall be located in the kitchen and connected to the sewer.

**Section 13. Landscaping.** The Declarant will provide and install all landscaping for the Townhomes and Common Area. The Association will be responsible for maintaining, replacing and tending to all landscaping. Decorative fixtures and items, such as flower pots are permitted however they cannot be affixed or hung from the exterior of the Townhome and must be properly cared for, tasteful, and maintained and shall be located in such areas as approved as provided in Article 5.

**Section 14. Tree Preservation.** All trees shall be preserved and protected from damage unless they are threatening the structure. Special care shall be given to protect all trees in the development.

**Section 15. Underground Utilities.** All telephone, electrical, and television antenna systems, or similar connections shall be underground unless deemed impractical by the utility company in writing. If satellite dishes are provided they will be located and installed by the Declarant or as approved by the Association and are not to be moved or altered. No owner may erect or install any communications device on the exterior of their Townhome or in any Common Area.

**Section 16. Easements on the Plat.** All lots are subject to any and all easements, including utility easements shown on the plat and as described in this Restated Declaration.

**Section 17. Sewer.** All dwelling units shall be connected to the municipal sewer system.

**Section 18. Clothes lines.** No clothes lines of any kind, temporary or permanent, shall be installed on any lot.

**Section 19. Use and Maintenance.** No owner or member of any owner's household, a renter or guest shall make any use of the property which will adversely affect the cleanliness and sanitary condition of their property, other owner's property or the Common Area; nor shall any person commit any activity or conduct which would constitute an immoral or unlawful act or an unreasonable disturbance of other Owners.

**Section 20. Rules and Regulations.** Owners shall comply with all regulations pertaining to the use of the Common Areas adopted by the Board of Directors of the Association.

**Section 21. Common Area Maintenance.** The Association shall maintain the lawns and the landscaping furnished by the Declarant and all Common Areas and Limited Common Areas. No owner shall in any way take any action to interfere with or prevent the reasonable and necessary acts of the Association, its employees or contractors from performing such maintenance. In the case of emergency, all owners shall, if necessary, permit said work to be performed at any time required and shall, if necessary, permit the Association, its employees, or contractors to enter upon the premises of any owner's residence to effectuate such maintenance. The Owner is responsible for damages to all doors, windows, and exterior finishes of the Townhome.

The Association is responsible for snow removal of two inches or more from all Common Area except the walkway from the front door of the Townhome to the sidewalk adjacent to the Common Area Parking.

**Section 22. Repair of Motor Vehicles.** No maintenance or repair on any type of motor vehicle shall be permitted unless said work can be done totally within the confines of the owner's garage and in a manner not offensive to any adjacent residence.

**Section 23. Signs.** No signs shall be erected or displayed on any lot or Common Area. One "For Sale" or one "For Rent" sign not exceeding four square feet (4') in total area may be placed in a window of the Townhome.

**Section 24. Garages.** Garage doors shall be closed at all times not necessary for ingress or egress.

**Section 25. Conveyance of Lots.** Each lot shall be conveyed as a separately designated freehold estate subject to the terms, conditions and provisions hereof and of the plat.

ARTICLE IX  
GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration. An Owner's renters, guests and visitors are subject to these restrictions, covenants and reservations and the Owner of the Townhome shall be liable for the acts of his renters, guests and visitors. Failure by the Association 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 and the Association shall be entitled to all remedies available ay law or in equity to include an order of specific performance and to recover reasonable attorney fees incurred in enforcing the terms of this Restated Declaration. The Association is empowered to adopt a schedule of fines pertaining to violation of these Covenants, which fines, when assessed by the Association, will be due and payable within ten (10) days. Delinquent fines shall be subject to an interest rate of eighteen percent (18%) per annum until paid accruing from the due date until paid. Collection of unpaid fines may be enforced in accordance with the terms and conditions of these Covenants for enforcement of any other covenant. Unpaid fines shall be a lien against the Townhome of the Owner responsible for payment of the fine.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall be severable and shall remain in full force and effect.

**Section 3. General.** The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. For purposes of enforcement of the within covenants an occupant, including guests and renters, shall be treated the same as an Owner including liability for attorney fees incurred to enforce these covenants as to the occupant. These restrictions may be amended by a written instrument executed by a 2/3 (two thirds) vote of the owners of record of the development or, in the alternative, solely by the Declarant as long as the Declarant has not conveyed the Association control to the Owners.

**Section 4. Destruction.** In the event of partial or total destruction of any Townhome, the Owner shall repair and or rebuild the Townhome in substantially the same manner as it existed at original construction, consistent with this Restated Declaration allowing for changes in construction techniques and subject to the then applicable building codes. All construction shall be subject to review and approval as provided in Article V. The Association shall cooperate with the Owner and shall make insurance proceeds received by the Association attributable to the damaged Townhome available to Owner for payment of cost of reconstructing or repairing the damaged Townhome.



STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for said county and state, this 23rd day of August, 2011, at which time Tom Forrester, Member and President of Scarlett Oak Properties, LLC, personally appeared and acknowledged the execution of the above and foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions to be a voluntary act and deed.

My Commission Expires: 7-8-2016

Michael L. Carmin  
MICHAEL L. CARMIN, Notary Public

My Commission Expires: 7-8-2016  
re: sit, of ffl oNf2o Lr County

*Under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin*

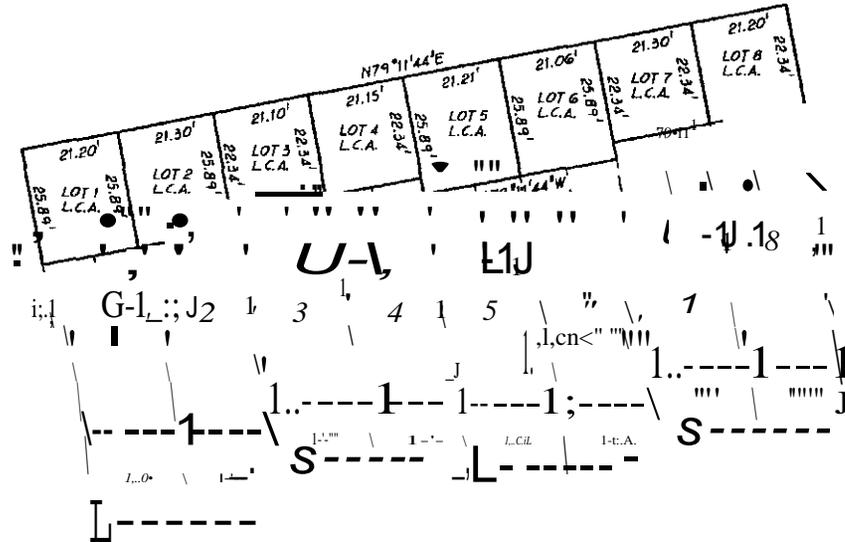
This Instrument Prepared By  
MICHAEL L. CARMIN, Attorney at Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 W. 7th Street, Suite 104, P.O. Box 2639  
Bloomington, Indiana 47402-2639  
Telephone: (812) 332-4200

EXHIBIT A

Part of the Northeast quarter of Section 10, Township 9 North, Range 2 West, Richland Township, Monroe County, Indiana, more particularly described as follows; Commencing at a railroad spike found at the Northeast corner of said Northeast quarter; thence North 89 degrees 45 minutes 25 seconds East along the North line of said Northeast quarter 789.34 feet to a railroad spike set at the point of beginning; thence South 02 degrees 57 minutes 40 seconds East along the East line of Kelli Heights Third Addition as recorded in Plat Cabinet B, Envelope 221, Office of the Recorder of Monroe County, Indiana, for 703.40 feet to a rebar with cap; thence North 89 degrees 19 minutes 32 seconds West along the North line of Kelli Heights Second Addition as recorded in Plat Cabinet B, Envelope 206, office of the Recorder of Monroe County, Indiana, for 454.36 feet to a rebar; thence South 68 degrees 30 minutes 00 seconds West along said North line 102.24 feet to a rebar; thence North 03 degrees 13 minutes 29 seconds West 747.81 feet to a rebar with cap set on the North line of said Northeast quarter; thence South 89 degrees 45 minutes 25 seconds East along said North line 555.32 feet to the point of beginning, containing 8.995 acres, more or less.

EXCEPTING THEREFROM Part of the Northeast quarter of Section 10, Township 9 North, Range 2 West, Monroe County, Indiana, also being a part of a tract of land described in Deed Record Book 443, page 257, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said quarter section; thence North 88 degrees 45 minutes 25 seconds West along the North line of said quarter section 789.34 feet to the Northeast corner of said tract of land; thence South 02 degrees 57 minutes 40 seconds East along the East line of said tract of land 34.78 feet to the point of beginning; thence continuing South 02 degrees 57 minutes 40 seconds East along said East line 150.27 feet; thence North 89 degrees 32 minutes 37 seconds West 108.96 feet; thence North 00 degrees 27 minutes 23 seconds East 150.00 feet; thence South 89 degrees 32 minutes 37 seconds East 100.00 feet to the point of beginning, containing 0.36 acres, more or less.

NORTH  
SCALE • 1' = 30'



LOT 1 ADDITIONAL I.C.A.=548.87 50. FT.  
 LOT 2 ADDITIONAL L.C.A.=551.46 50. FT.  
 LOT 3 ADDITIONAL L.C.A.=471.37 50. FT.  
 LOT 4 ADDITIONAL L.C.A.=472.41 50. FT.  
 LOT 5 ADDITIONAL L.C.A.=541.13 50. FT.  
 LOT 6 ADDITIONAL L.C.A.=545.24 50. FT.  
 LOT 7 ADDITIONAL L.C.A.=475.84 50. FT.  
 LOT 8 ADDITIONAL L.C.A.=473.15 50. FT.

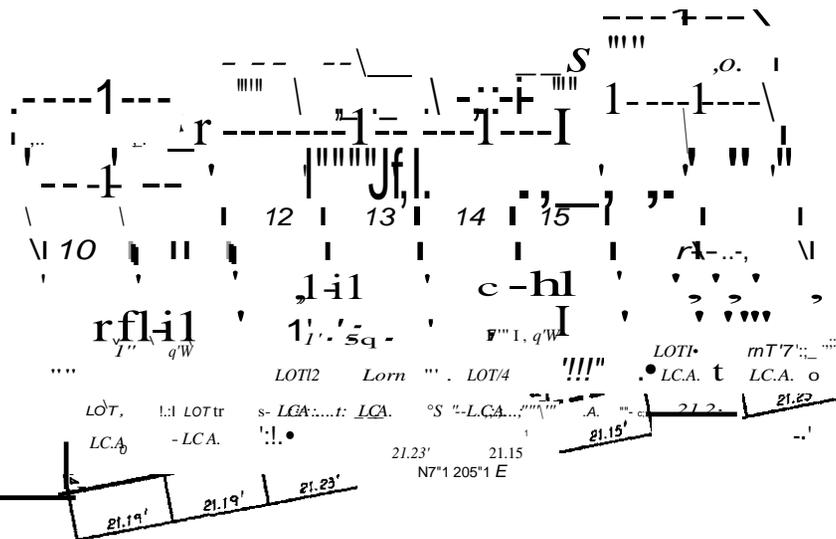
EXHIBIT ..JL:1  
 ADDITIONAL L.C.A. FOR  
 LOTS 1-8 STONEVIEW  
 TOWNHOME DEV. SECTION ONE

Date: 08-03-2011

Project No: 5011038

BYNUM FANYO & ASSOCIATES. INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

NORTH  
SCALE • 1' = 30'



LOT 10 ADDITIONAL L.C.A. = 477.1250 FT.  
 LOT 11 ADDITIONAL L.C.A. = 417.1250 FT.  
 LOT 12 ADDITIONAL L.C.A. = 564.7250 FT.  
 LOT 13 ADDITIONAL L.C.A. = 564.7250 FT.  
 LOT 14 ADDITIONAL L.C.A. = 471.7250 FT.  
 LOT 15 ADDITIONAL L.C.A. = 471.7250 FT.  
 LOT 16 ADDITIONAL L.C.A. = 504.7250 FT.  
 LOT 17 ADDITIONAL L.C.A. = 504.7250 FT.

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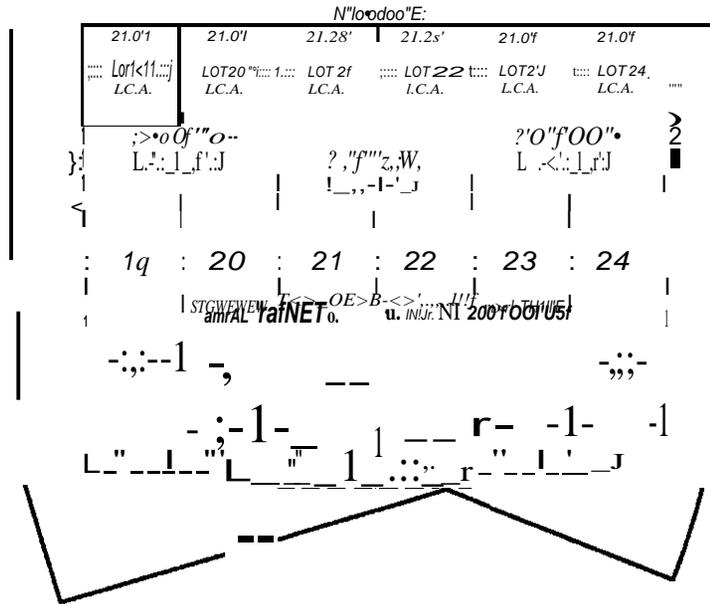
EXHIBIT B-2  
 ADDITIONAL L.C.A. FOR  
 LOTS 10-17 STONEVIEW  
 TOWNHOME DEV. SECTION TWO

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 C:\>c:\j:\j  
 BYNUM FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

Date: 08-03-2011

Project No: 5011038

**-0..**  
**NORTH**  
**SCALE 1" = 30'**



**LOT 9**

LOT 19 ADDITIONAL L.C.A.=478. '15 50. FT.  
 LOT 20 ADDITIONAL L.C.A.=418. '15 50. FT.  
 LOT 21 ADDITIONAL L.C.A.=5.3' 50. FT.  
 LOT 22 ADDITIONAL L.C.A.=8.3' 50. FT.  
 LOT 23 ADDITIONAL L.C.A.=478. '15 SQ. FT.  
 LOT 24 ADDITIONAL L.C.A.=478. '15 50. FT.

EXHIBIT -3  
 ADDITIONAL L.C.A. FOR  
 LOTS 19-24 STONEVIEW  
 TOWNHOME DEV. SECTION THREE

DYNUM FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 41-74-04

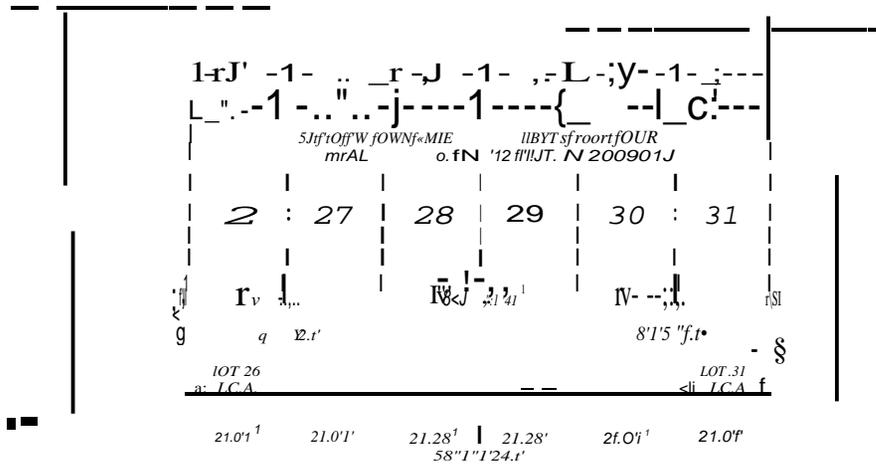
Date: 08-03-2011

Project No: 5011038

NORTH  
SCALE: 1' = 30'

LOT 26 ADDITIONAL L.C.A.=471. "1" 50. FT.  
LOT 27 ADDITIONAL L.C.A.=411. "1" 50. FT.  
LOT 28 ADDITIONAL L.C.A.=561.37 50. FT.  
LOT 29 ADDITIONAL L.C.A.=561.37 50. FT.  
LOT 30 ADDITIONAL L.C.A.=471. "19" 50. FT.

LOT 31 ADDITIONAL L.C.A.=471. "1" 50. FT.



LOT 'i

EXHIBIT ..J!..=4  
ADDITIONAL LC.A. FOR  
LOTS 26-31 STONEVIEW  
TOWNHOME DEV. SECTION FOUR

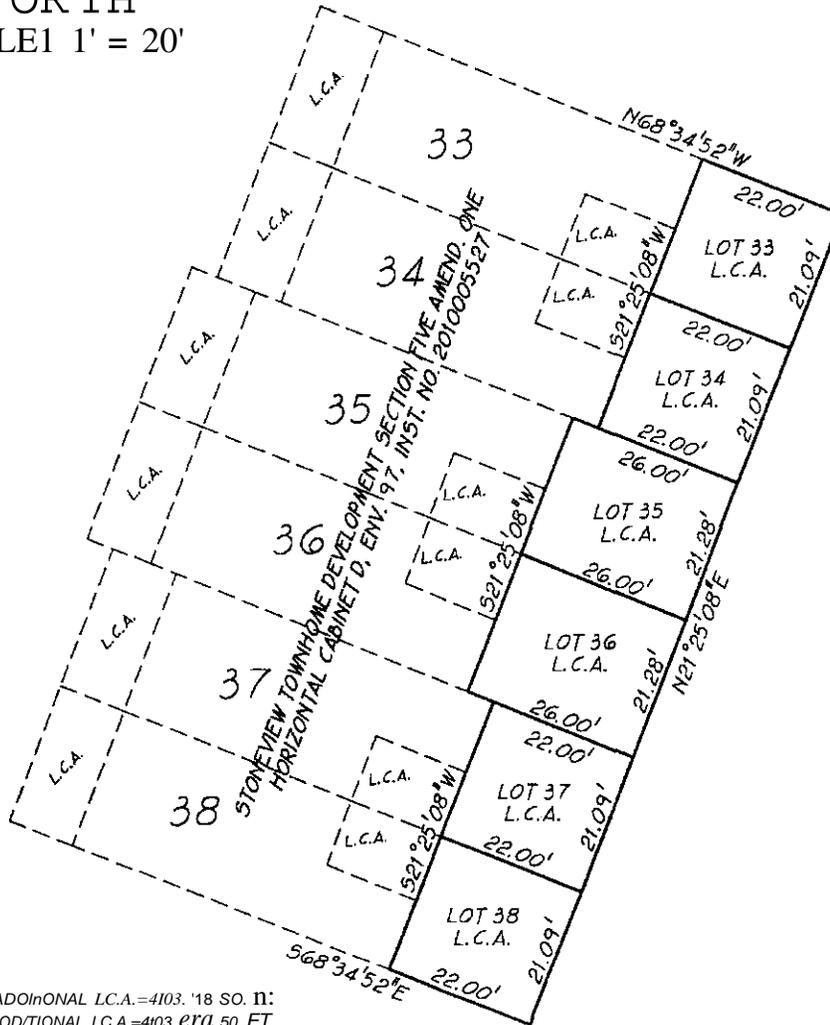
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c:>c:Jc:J  
BYNUM FANYO & ASSOCIATES, INC.  
528 North Walnut Street  
Bloomington, Indiana 47404

Oak 08-03-2011

Project No: 5011038



NORTH  
SCALE 1" = 20'

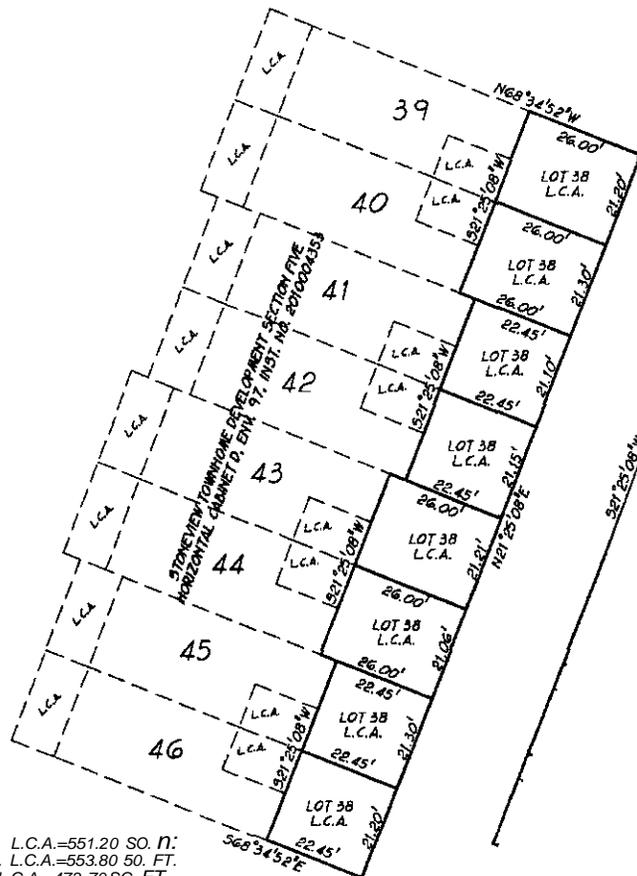


LOT 33 ADDITIONAL L.C.A.=4103.18 SQ. FT.  
 LOT 34 ADDITIONAL L.C.A.=4103.28 SQ. FT.  
 LOT 35 ADDITIONAL L.C.A.=553.28 SQ. FT.  
 LOT 36 ADDITIONAL L.C.A.=553.28 SQ. FT.  
 LOT 37 ADDITIONAL L.C.A.=4113.18 SQ. FT.  
 LOT 38 ADDITIONAL L.C.A.=4103.18 SQ. FT.

EXHIBIT B -5  
 ADDITIONAL L.C.A. FOR  
 LOTS 33-38 STONVIEW  
 TOWNHOME DEV. SECTION FIVE AMENDMENT ONE  
 Date: 08-03-2011 Project No: 5011038

Client: JCI  
 Prepared by: FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

NORTH  
SCALE 1" = 30'



LOT 39 ADDITIONAL L.C.A.=551.20 SQ. FT.  
 LOT 40 ADDITIONAL L.C.A.=553.80 SQ. FT.  
 LOT 41 ADDITIONAL L.C.A.=473.70 SQ. FT.  
 LOT 42 ADDITIONAL L.C.A.=474.82 SQ. FT.  
 LOT 43 ADDITIONAL L.C.A.=551.41 SQ. FT.  
 LOT 44 ADDITIONAL L.C.A.=547.5 SQ. FT.  
 LOT 45 ADDITIONAL L.C.A.=478.11 SQ. FT.  
 LOT 46 ADDITIONAL L.C.A.=475.94 SQ. FT.

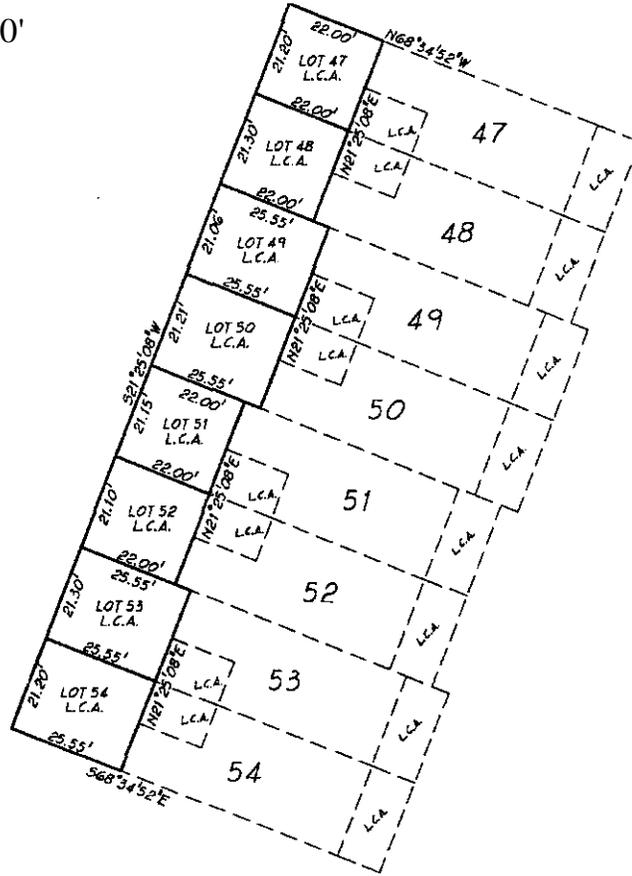
EXHIBIT B --6  
 ADDITIONAL L.C.A. FOR  
 LOTS 39-46 STONVIEW  
 TOWNHOME DEV. SECTION FIVE

Date: 08-03-2011

Project No: 5011038

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 C:\>c:\j\c\j  
 BYNUM FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

NORTH  
SCALE • 1' = 30'



LOT 47 ADDITIONAL L.C.A.=440.50 SQ. FT.  
 LOT 48 ADDITIONAL L.C.A.=468.75 SQ. FT.  
 LOT 49 ADDITIONAL L.C.A.=538.08 SQ. FT.  
 LOT 50 ADDITIONAL L.C.A.=541.12 SQ. FT.  
 LOT 51 ADDITIONAL L.C.A.=465.30 SQ. FT.  
 LOT 52 ADDITIONAL L.C.A.=444.20 SQ. FT.  
 LOT 53 ADDITIONAL L.C.A.=544.00 SQ. FT.  
 LOT 54 ADDITIONAL L.C.A.=544.00 SQ. FT.

EXHIBIT JL:Z  
 ADDITIONAL L.C.A. FOR  
 LOTS 47-54 STONVIEW  
 TOWNHOME DEV. SECTION FIVE

Date: 08-03-2011

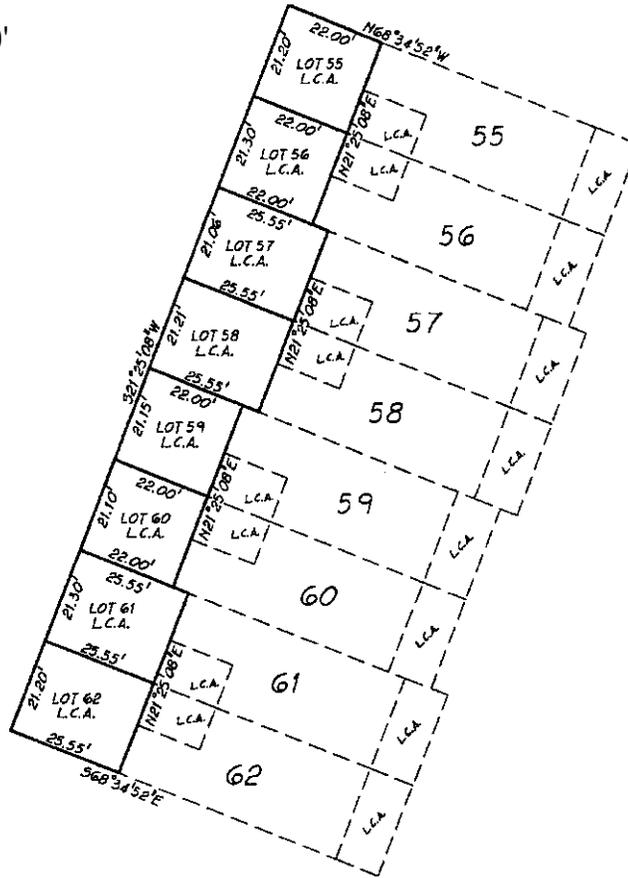
Project No: 5011038

c::>c::Jc:::i

c::>c::Jc:::j

BYNUM FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

NORTH  
SCALE 1" = 30'



LOT 55 ADDITIONAL L.C.A.=410.40 50. FT.  
 LOT 56 ADDITIONAL L.C.A.=410.00 50. FT.  
 LOT 57 ADDITIONAL L.C.A.=538.08 50. FT.  
 LOT 58 ADDITIONAL L.C.A.=541.25 50. FT.  
 LOT 59 ADDITIONAL L.C.A.=405.30 50. FT.  
 LOT 60 ADDITIONAL L.C.A.=414.20 50. FT.  
 LOT 61 ADDITIONAL L.C.A.=544.22 50. FT.  
 LOT 62 ADDITIONAL L.C.A.=541.10 50. FT.

EXHIBIT B-a  
 ADDITIONAL L.C.A. FOR  
 LOTS 55-62 STONVIEW  
 TOWNHOME DEV. SECTION FIVE

Date: 08-03-2011

Project No: 5011038

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BYNUM FANYO & ASSOCIATES, INC.  
 528 North Walnut Street  
 Bloomington, Indiana 47404

# Stoneview Homeowners' Association

## Policy 01-2020 – Comprehensive Pet Policy

In the interest of keeping a clean and safe community for all members of the Stoneview Community (“Stoneview”), the Stoneview Homeowners’ Association Board of Directors (“the Board”) has adopted the following comprehensive pet policy. This policy is created pursuant to the powers of the Board as listed in the Stoneview Declaration of Covenants, Conditions and Restrictions (“the Covenants”), and under the powers of the Board outlined in the Code of By-Laws of Stoneview Homeowners’ Association, Inc. (“the By-Laws”).

**WHEREAS**, every owner shall have the right and easement of enjoyment in and to the Common Area<sup>1</sup>; and

**WHEREAS**, the right of use of the Common Area shall extend to the Owner, their family, guests, invitees, successors in interest to a Townhome, contract purchaser, lessee, and agents and the occupants of the Townhome<sup>2</sup>; and

**WHEREAS**, the board represents a mutual benefit corporation, organized in part for the maintenance and care of certain common features and Common Areas of Stoneview, and the assessment and collection of any fees, charges or expenses related thereto from the members<sup>3</sup>; and

**WHEREAS**, the Board has the right to adopt reasonable rules for the use of the common areas and to charge reasonable fees for the use and maintenance of the Common Areas<sup>4</sup>; and

**WHEREAS**, all pets must be supervised and on a leash at all times when outside the townhome<sup>5</sup>; and

**WHEREAS**, pets may not be confined on or within the Common Areas through the use of portable kennels, fencing or leashes or chains attached to or affixed to the Common Area<sup>6</sup>; and

**WHEREAS**, all pet owners are required to pick up after their pets and pet owners are responsible for any damages caused by their pets<sup>7</sup>; and

**WHEREAS**, the board shall have the power to make and alter any by-law or by-laws<sup>8</sup>; and

**WHEREAS**, the board shall have the powers necessary to carry out the duties and responsibilities set forth<sup>9</sup>; and

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<sup>1</sup> “The Covenants” – Article II, Section 1

<sup>2</sup> “The Covenants” – Article II, Section 2

<sup>3</sup> “The By-Laws” – Article II, Section 1 (a)

<sup>4</sup> “The Covenants” – Article II, Section 1

<sup>5</sup> “The Covenants” – Article VIII, Section 7

<sup>6</sup> “The Covenants” – Article VIII, Section 7

<sup>7</sup> “The Covenants” – Article VIII, Section 7

<sup>8</sup> “The By-Laws” – Article V, Section 15

<sup>9</sup> “The By-Laws” – Article XI, Section 1

**WHEREAS**, owners shall comply with all regulations pertaining to the use of the Common Areas adopted by the Board<sup>10</sup>; and

**WHEREAS**, the board, or any owner, shall have the right to enforce all restrictions, covenants, or by-laws<sup>11</sup>; and

**WHEREAS**, all owner's renters, guests and visitors are subject to these restrictions, covenants, and by-laws and the owner of the townhome shall be liable for the acts of their renters, guest, and visitors<sup>12</sup>; and

**WHEREAS**, the board is empowered to adopt a schedule of fines pertaining to violations<sup>13</sup>.

**NOW, THEREFORE**, the Board has adopted, effective **July 20, 2020**, the following comprehensive pet policy.

### **I. General Expectations**

1. All homeowners, occupants, and guests are responsible for the actions of their pets.

### **II. Pet Waste**

1. Pet waste must be picked up from all Common Areas and Limited Common Areas and properly disposed of.
2. If any homeowner, tenant, guest or visitor is found to be in violation of the Pet Waste policy the responsible owner will be assessed fines in the following way:
  - a. First offense - \$5.00, due within 10 days.
  - b. Second offense - \$15.00, due within 10 days.
  - c. Third offense, and each subsequent offense - \$45.00, due within 10 days.
3. Offenses will not reset at any point, and are cumulative for the duration of membership in the HOA.
4. Any fines unpaid by more than 30 days will incur a \$5.00 late fee, which will be assessed at each 30 day interval that the fine is unpaid.
5. Unpaid fines will count toward general delinquency of assessments, which could result in legal action.

### **III. Leashed and Supervised Pets**

1. Pets must always be on a leash, and accompanied by their owner.
2. No pets may be unattended.
  - a. Unattended and unleashed pets will be reported to Animal Control.
3. No pets may be leashed to any part of the Common Area, this includes, but is not limited to:
  - a. Deck railings
  - b. The ground
  - c. Support posts

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<sup>10</sup> "The Covenants" – Article VIII, Section 20

<sup>11</sup> "The Covenants" – Article IX, Section 1

<sup>12</sup> The Covenants" – Article IX, Section 1

<sup>13</sup> The Covenants" – Article IX, Section 1

- d. Mailboxes
  - e. Sign Posts
4. If any homeowner, tenant, guest or visitor is found to be in violation of the Leashed and Supervised Pets policy the responsible owner will be assessed fines in the following way:
    - a. First offense - \$5.00, due within 10 days.
    - b. Second offense - \$15.00 due within 10 days.
    - c. Third offense, and each subsequent offense - \$45.00, due within 10 days.
  5. Offenses will not reset at any point, and are cumulative for the duration of membership in the HOA.
  6. Any fines unpaid by more than 30 days will incur a \$5.00 late fee, which will be assessed at each 30 day interval that the fine is unpaid.
  7. Unpaid fines will count toward general delinquency of assessments, which could result in legal action.

#### **IV. Dangerous or Threatening Pets**

1. Any pets reported or found to be dangerous or threatening to others enjoying the Common Areas, or to vendors hired by the Board to carry out maintenance projects – including inside the member’s home – will be reported to Animal Control.
2. Unpaid fines will count toward general delinquency of assessments, which could result in legal action.

#### **V. Community Expectations**

1. It is recognized that all members of the association are reasonable and responsible members of the community.
2. It is recognized that the board cannot see and catch everything.
3. Any owner in the Stoneview community has the right to enforce this policy.
  - a. Evidence of policy violations can be sent to [stoneviewhomeowners@gmail.com](mailto:stoneviewhomeowners@gmail.com).
  - b. There is no right to the reporting member to information pertaining to how the follow-up was handled.
4. The board encourages all members of the community to act in a civilized and respectful manner when confronting your neighbors about policy violations.

# Stoneview Homeowners' Association

## Policy 02-2020 – External Attachments Policy

In the interest of keeping a clean and safe community for all members of the Stoneview Community (“Stoneview”), the Stoneview Homeowners’ Association Board of Directors (“the Board”) has adopted the following external attachments policy. This policy is created pursuant to the powers of the Board as listed in the Stoneview Declaration of Covenants, Conditions and Restrictions (“the Covenants”), and under the powers of the Board outlined in the Code of By-Laws of Stoneview Homeowners’ Association, Inc. (“the By-Laws”).

**WHEREAS**, the Board shall maintain the foundation walls and roof of the Townhome from the exterior siding inward to the unfinished interior wall, and from the roofs inward to the interior ceiling surface of the highest ceiling level<sup>1</sup>; and

**WHEREAS**, the owner shall be responsible for repair of damage<sup>2</sup>; and

**WHEREAS**, no structure shall be used on land at any time, either temporarily or permanently<sup>3</sup>; and

**WHEREAS**, it is expressly permissible for a providing company to erect and maintain necessary poles and other necessary equipment to deliver service<sup>4</sup>; and

**WHEREAS**, in the event of damage or destruction of the Townhome, the owner shall have an affirmative duty to repair the townhome<sup>5</sup>; and

**WHEREAS**, no structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the board as to the harmony of external design and location in relation to surrounding structures<sup>6</sup> and

**WHEREAS**, decorative fixtures and items, such as flower pots are permitted however they cannot be affixed or hung from the exterior of the Townhome<sup>7</sup>; and

**WHEREAS**, the board represents a mutual benefit corporation, organized in part for the maintenance and care of certain common features and Common Areas of Stoneview, and the assessment and collection of any fees, charges or expenses related thereto from the members<sup>8</sup>; and

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<sup>1</sup> “The Covenants” – Article IV, Section 1 (a)

<sup>2</sup> “The Covenants” – Article IV, Section 1 (a)

<sup>3</sup> “The Covenants” – Article VIII, Section 3

<sup>4</sup> “The Covenants” – Article II, Section 4

<sup>5</sup> “The Covenants” – Article IV, Section 1 (b)

<sup>6</sup> “The Covenants” – Article V

<sup>7</sup> “The Covenants” – VIII, Section 13

<sup>8</sup> “The By-Laws” – Article II, Section 1 (a)

**WHEREAS**, the Board has the right to adopt reasonable rules for the use of the common areas and to charge reasonable fees for the use and maintenance of the Common Areas<sup>9</sup>; and

**WHEREAS**, the board shall have the power to make and alter any by-law or by-laws<sup>10</sup>; and

**WHEREAS**, the board shall have the powers necessary to carry out the duties and responsibilities set forth<sup>11</sup>; and

**WHEREAS**, owners shall comply with all regulations pertaining to the use of the Common Areas adopted by the Board<sup>12</sup>; and

**WHEREAS**, the board, or any owner, shall have the right to enforce all restrictions, covenants, or by-laws<sup>13</sup>; and

**WHEREAS**, all owner's renters, guests and visitors are subject to these restrictions, covenants, and by-laws and the owner of the townhome shall be liable for the acts of their renters, guest, and visitors<sup>14</sup>; and

**WHEREAS**, the board is empowered to adopt a schedule of fines pertaining to violations<sup>15</sup>.

**NOW, THEREFORE**, the Board has adopted, effective **July 20, 2020** the following external attachments policy.

#### **I. Architectural Control**

1. The board, in full, will review and then either approve or disapprove any external changes to building.

#### **II. Damage to exterior of townhomes**

1. All exterior attachments that will puncture the façade of the townhome – including, but not limited to the stone – are prohibited. This includes, but is not limited to:
  - a. Hanging pots attached to the exterior of the townhome or the deck
  - b. Flagpoles attached to the exterior of the building.
2. All current exterior attachments, except those explicitly stated in Section III.2 of this policy, must be removed by **August 1, 2020**. Any attachments in violation of this policy as of August 2, 2020 will be removed by the Board, at the expense of the owner. Any damages caused by this attachment will be the responsibility of the owner.
  - a. The owner will first be notified of the board that they are in violation of this policy. They will be given 10 days to become compliant with the policy before the Board, or an agent of the Board, will remove the attachment.

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<sup>9</sup> "The Covenants" – Article II, Section 1

<sup>10</sup> "The By-Laws" – Article V, Section 15

<sup>11</sup> "The By-Laws" – Article XI, Section 1

<sup>12</sup> "The Covenants" – Article VIII, Section 20

<sup>13</sup> "The Covenants" – Article IX, Section 1

<sup>14</sup> "The Covenants" – Article IX, Section 1

<sup>15</sup> "The Covenants" – Article IX, Section 1

### III. Attachments to roofs

1. Attachments to roofs are strictly prohibited. This includes, but is not limited to, satellite and cable television dishes.
2. Attachments currently on roofs as of **July 20, 2020** are permitted to remain. However, upon transfer of townhome to a new owner, the current owner will be responsible for expense of removing the dish and repairing the roof. If dish is not removed and roof repaired by the final date of transfer, the Board will have it removed and all necessary repairs completed at the expense of the responsible homeowner.
  - a. Any damages caused by the current attachment that lead to future issues (i.e. leaking roofs) will be the responsibility of the homeowner to ameliorate.
3. Any newly erected roof attachments after **July 20, 2020** are prohibited. Owners are encouraged to work with satellite and cable providers, and with the Board, to find a reasonable location in a common area for attachments to be located.
  - a. Any newly erected roof attachments will face a daily cumulative \$5.00 fine until the attachment is removed, and the roof is repaired.
    - i. The fine is payable within 10 days, and after 30 days late will incur a \$5.00 late fee for every portion of late fines.

### IV. Community Expectations

1. It is recognized that all members of the association are reasonable and responsible members of the community.
2. It is recognized that the board cannot see and catch everything.
3. Any owner in the Stoneview community has the right to enforce this policy.
  - a. Evidence of policy violations can be sent to [stoneviewhomeowners@gmail.com](mailto:stoneviewhomeowners@gmail.com).
  - b. There is no right to the reporting member to information pertaining to how the follow-up was handled.
4. The board encourages all members of the community to act in a civilized and respectful manner when confronting your neighbors about policy violations.