THE GABLES AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC. SECRETARY'S CERTIFICATE REGARDING AMENDMENT OF DECLARATION AND CODE OF BYLAWS

I, Alice Emily, attests as follows:

- 1. I am currently serving as Secretary of the Board of Directors of the Gables at Brighton Point Homeowners' Association Inc., and have personal knowledge to all matters documented in this Certificate.
- 2. The Gables at Brighton Point Owners are the owners of the fee simple title to the Real Estate, that was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of The Gables at Brighton Point by Brighton Point, LLC, an Indiana limited liability company on October 30, 2002, and recorded on November 8, 2002, as instrument 2002026722 in the office of the Recorder of Monroe County, Indiana, (the "Original Declaration").
- 3. The Original Declaration provided in Section 22 the procedures by which the Gables at Brighton Point Owners could amend the Original Declaration by a vote of not less than seventy-five percent (75%) of the owners.
- 4. Notice of a meeting of the Owners of the Gables at Brighton Point Homeowners' Association Inc. was duly Published to Owners which was conducted on the 23rd day of October 2024, at which time, not less than seventy-five percent (75%) of the Owners entitled to cast votes approved the Amended and Restated Declaration of the Covenants and Restrictions of The Gables at Brighten Point Homeowners; Association, Inc. (hereinafter referred to as the "Amended Declaration". Notice of a meeting of the Board of Directors of the Gables at Brighton Point Homeowners' Association Inc. was Published on November 18, 2024, at which time the vote of the Owners was certified and the Amended Declaration was approved and ratified.
- 5. The Gables at Brighton Point Owners intend to record the Amended Declaration pursuant to the provisions of Section 22 (f) of the Original Declaration and upon recording the Amended Declaration shall become effective and shall supersede the Original Declaration and apply to all Gables at Brighton Point Lots and to each Gables at Brighton Point Owner. A true, accurate and complete copy of the Amended Declaration is attached to this Certificate.

- 6. The Original Code of Bylaws provided in Article 17 the procedures by which the Gables at Brighton Point Owners could amend the Code of Bylaws, by a vote of not less than seventy-five percent (75%) of the Owners.
- 7. Notice of a meeting of the Owners of the Gables at Brighton Point Homeowners' Association Inc. was duly Published to Owners which was conducted on the 23rd day of October 2024, at which time, not less than seventy-five percent (75%) of the Owners entitled to cast votes approved the Amended Code of Bylaws, which are attached to the Amended Declaration as Exhibit A. Notice of a meeting of the Board of Directors of the Gables at Brighton Point Homeowners' Association Inc. was Published on November 18, 2024, at which time the vote of the Owners was certified by the Board and the Amended Code of Bylaws was approved and ratified.
- 8. The Gables at Brighton Point Owners shall record the Amended Code of Bylaws as Exhibit A to the Amended and Restated Declaration and upon recording the Amended Code of Bylaws shall become effective and shall supersede the Original Code of By-Laws and apply to all Gables at Brighton Point Lots and to each Gables at Brighton Point Owner.

THE GABLES AT BRIGHTON POINT HOMEOWNERS' ASSOCIAION, INC.

Alice Emily, Secretary

Before me, a Notary Public in and for said County and State personally appeared Alice Emily, who attested and certified the information contained herein and acknowledged the execution of the foregoing Secretary's Certificate and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

JOサ day of December, 2024. WITNESS r DENSFORD Residing in Monroe County My Commission Expires My Commi January 5, 2030 Thomas E. Densford, Notary Public Commission Number 649552 A resident of Monroe County, Indiana.

This instrument prepared by: Thomas E. Densford, Bauer & Densford, Attorneys at Law, 608 W. Third Street, Post Office Box 1332, Bloomington, Indiana 47402-1332 (812) 334-0600. tom@bauerdensford.com. I, Thomas E. Densford, affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

AMENDED AND RESTATED DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE GABLES AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC.

AN INDIANA NON PROFIT CORPRRATION

Recorded in the Office of the Recorder

of Monroe County, Indiana

Consisting of Fifty-Seven (57) pages,

Including the Amended and Restated Bylaws of the Gables at Brighton Point Homeowners' Association Inc., attached as Exhibit A and Secretary's Certificate Regarding Amendment of Declaration

This instrument prepared by: Thomas E. Densford, Bauer & Densford, Attorneys at Law, 608 W. Third Street, Post Office Box 1332, Bloomington, Indiana 47402-1332 (812) 334-0600. tom@bauerdensford.com. I, Thomas E. Densford, affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Amended and Restated

Declaration of Covenants, Conditions and Restrictions

of

The Gables at Brighton Point Homeowners Association, Inc.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Gables at Brighton Point (the "Amended Declaration") is made this 18th day of November, 2024, by The Gables at Brighton Point Homeowners' Association, Inc., an Indiana Nonprofit Corporation, (hereinafter referred to as "The Gables at Brighton Point Owners") in order to amend and restate the Declaration of Covenants, Conditions and Restrictions dated October 30th, 2002, recorded in the Office of the Recorder of Monroe County Indiana on November 8, 2002 and assigned Instrument Number 2002026722. (hereinafter referred to as (the "Original Declaration").

RECITALS

- 1. The Gables at Brighton Point Owners are the owners of the fee simple title to the Real Estate, as defined in Section 1.
- 2. The Gables at Brighton Point was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of The Gables at Brighton Point by Brighton Point, LLC, an Indiana limited liability company on October 30, 2002, and recorded on November 8, 2002, as instrument 2002026722 in the office of the Recorder of Monroe County, Indiana, (the "Original Declaration").
- 3. The Original Declaration provided in Section 22 the procedures by which the Gables at Brighton Point Owners could amend the Original Declaration by a vote of not less than seventy-five percent (75%) of the owners.
- 4. Notice of a meeting was duly Published to Owners and Mortgagees which was held on the 18th day of November, 2024, at which time, not less than seventy-five percent (75%) of the Owners entitled to cast votes approved the Amended Declaration at a meeting of the Gables at Brighton Point Owners duly called and held.
- 5. The Gables at Brighton Point Owners wish to record the Amended Declaration pursuant to the provisions of Section 22 (f) of the Original Declaration and upon recording the Amended Declaration shall become effective and shall supersede

the Original Declaration and apply to all Gables at Brighton Point Lots and to each Gables at Brighton Point Owner.

NOW, THEREFORE, the undersigned directors and officers of the Gables at Brighton Point Homeowners Association, Inc., acting on behalf of the Owners declare that The Gables at Brighton Point Lots shall be subjected to the terms of this Amended Declaration. The Lots shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any Lot or resides within The Gables at Brighton Point made subject to this Amended Declaration.

SECTION ONE

Definitions

The following capitalized terms used in the Amended and Restated Declaration and Bylaws shall have the meanings as stated below.

<u>Amended Declaration</u> "Amended Declaration" means this document, together with all Exhibits.

Assessments "Assessments" means the levied amount of Common Expense applied to an Owner or Lot.

Association "Association" means The Gables at Brighton Point Homeowners' Association, Inc., its successors and assigns. It is an Indiana not-for-profit corporation.

<u>Board of Directors</u> "Board of Directors" or "Board" means the governing body of the Association elected by Owners in accordance with the Bylaws.

Board Minutes "Board Minutes" are the record of Board actions taken when the Board is in session and are available to the Owners.

Bylaws "Bylaws means the Bylaws of the Association, providing for the administration and management of the Association, as may be amended from time to time, attached as Exhibit A.

Common Area "Common Area" means all the area in the Real Estate outside the boundaries of any Lot, including without limitation the Landscape, Signage & Utility Easement and the Access, Utility, Drainage and Landscape Easements, and the Tree Preservation Easement, as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

Common Expenses "Common Expenses" means the expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the

Easement Area and other costs and expenses incurred by the Association for the common benefit of all Owners or in fulfillment of the Association's responsibilities for maintaining any Residence(s), as specifically set forth herein; provided, however, that Easement Expenses shall not include any costs of initial construction of any Residence.

Declarant "Declarant" means The Gables at Brighton Point Homeowners' Association, Inc., which is the successor of Brighton Point, LLC, under the authority of the Original Declaration.

Declaration "Declaration" means The Original Declaration of Covenants, Conditions and Restrictions of the Gables at Brighton Point

Delinquency Date "Delinquency Date" means the date which is thirty (30) days after the due date of any Regular or Special Assessments.

Easements "Easements" mean to provide an interest in land owned by another such as for utility connect or access.

Easement Area "Easement Area" means all the area in the Real Estate outside the boundaries of any Lot, including without limitation the Landscape, Signage & Utility Easement and the Access, Utility, Drainage and Landscape Easements, and the Tree Preservation Easement, as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

Easement Expenses The term "Easement Expenses" is used interchangeably with the term "Common Expenses".

Executive Minutes "Executive Minutes" means the records of Board actions taken at such times that the Board is meeting in executive session. These minutes will not be made available to the Owners at large.

Lot "Lot" means any plot of ground designated as such upon the recorded Plat of The Gables at Brighton Point or any plat of the Annexed Real Estate upon which one (1) Residence is constructed, is to be constructed or has existed. Whenever used in the Declaration or Bylaws, "Lot" will be deemed to include the Residence, if any, located thereon, as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

<u>Managing Agent</u> "Managing Agent" means the person or company hired by the Board of Directors to conduct or manage the day-to-day affairs of the Association.

Mortgagee "Mortgagee" means the holder of any recorded first mortgage lien on any Lot.

Notice "Notice" means to provide announcement of an event or obligation by mail, electronic communication, publication, text message or personal contact.

Notice of Hearing (See Section 3.5 of the Bylaws.)

Original Declaration "Original Declaration" means The Gables at Brighton Point was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of The Gables at Brighton Point by Brighton Point, LLC, an Indiana limited liability company, on October 30, 2002, and recorded on November 8, 2002, as instrument 2002026722 in the Office of the Recorder of Monroe County, Indiana.

Owner "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns the recorded fee simple title to a Lot. Persons or entities owning a single Lot as tenants in common, joint tenants, tenants by the entireties or any form of joint or divided ownership, shall be deemed one Owner for the purposes of this Declaration.

<u>Plats</u> "Plats" means the Plats prepared by Smith-Neubecker and Associates of The Gables, as represented on the Plats of The Gables Phases I-V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B", being on record in the Office of the Recorder of Monroe County, Indiana, together with any subsequent plat recorded in the Office of the Recorder of Monroe County, Indiana.

Property "Property" means the Easement Area, Common Area, Residences and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate and used in connection with the operation, use and enjoyment of the Real Estate as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

Publish "Publish" means to disseminate information to the affected audience by means of newsletter or other electronic mode of communication including the Managing Agent website to which the Owners have access.

<u>Real Estate</u> "Real Estate" means the real property described on Exhibit "B", which has been subjected to this Amended Declaration, and all of the Property located upon the Real Estate, as well as any portion of the Additional Property described in Exhibit "C".

<u>Regular Assessment</u> "Regular Assessment" means the assessment of dues approved by the Owners as part of the annual budget process at the annual meeting. Refer to Section 17 (3) of this Amended Declaration.

<u>Residence</u> "Residence" means one of the attached single-family residential living units constructed upon a Lot.

<u>Rules and Regulations</u> "Rules and Regulations" means the list of directives promulgated by the Association.

Special Assessment "Special Assessment" means assessments levied by the Board of Directors as needed to defray expenses that are not part of the budget. Refer to Section 17(4) of this Amended Declaration.

The Gables at Brighton Point "The Gables at Brighton Point" or "The Gables" means the single-family development known as The Gables at Brighton Point.

SECTION TWO

Declaration

The Association hereby expressly declares that the Real Estate shall be held, conveyed and transferred in accordance with the provisions of this Amended Declaration.

SECTION THREE

Description of The Gables at Brighton Point

The Gables at Brighton Point shall consist of thirty (30) Lots numbered 20 through 49, inclusive, together with the Easement Area as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

SECTION FOUR

Lots and Easements

The boundaries of each Lot in The Gables at Brighton Point shall be shown on the Plats. In the event any vertical boundary line of any Residence does not coincide with the actual Lot line because of inexactness of initial construction, settling after construction or for any other reason, the boundary lines shall be deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Lot in and to such base line outside the actual boundary line of the Lot.

SECTION FIVE

Easement Area

Easement Area includes all areas within the Real Estate, except the Lots, including but not limited to the interior roads, sidewalks, parking areas, entrance and signage as represented on the Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C attached collectively as Exhibit "B".

SECTION SIX

Ownership of Easement Area

The Easement area shall be owned by the Association and shall be held for the use and enjoyment of the Owners, all of whom shall have the right of enjoyment in and to the Easement Area which right shall pass with title to every Lot, subject to the provisions of this Amended Declaration, including but not limited to the following:

- the right of the Association, upon approval by a written instrument signed by seventy-five percent (75%) of all Owners, to dedicate or transfer all or any part of the Easement Area to any public agency, authority or utility for such Easement Area purposes and subject to such conditions as may be agreed by the Association;
- 2. the right of the Association to adopt such Rules and Regulations regarding the Easement Area as it deems necessary as provided in Section 11; and
- 3. the expenses relating to the maintenance of the Easement Area are to be included within the Association budget.

SECTION SEVEN

Delegation of Use of the Easement Area

Any Owner may delegate, in accordance with provisions of this Amended Declaration and the rules or regulations promulgated by the Association, their right of enjoyment, and the use of the Easement Areas and facilities to members of their family, their tenants or contract purchasers who reside in any Residence, subject to the By-Laws and the Rules and Regulations.

SECTION EIGHT

Encroachments and Easements in Easement Area

If by reason of inexactness of construction, settling after construction or for any other reasons, any Easement Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Easement Area.

Each Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, telecommunications, fiber optics, conduits, utility lines and other common facilities, if any, located in any other Residence or in the Easement Area and serving their Residence.

SECTION NINE

Easement for Utilities and Public Quasi-Public Vehicles

All public and quasi-public vehicles including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Easement Area in the performance of their duties. Easements are also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities including but not limited to water, sewer, gas, telecommunications, fiber optics, and electricity on the Property. Nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and designated on the Plat or as thereafter may be approved by the Board of Directors. By virtue of this easement, the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electrical and telephone wires, circuits and conduits. All utility pipes, conduits, wires or circuits will be installed underground. In the event any public or private utility furnishing service should request a specific easement by a separate recordable document, the Board of Directors shall have the right to grant such easement on such Property, without conflicting with the terms of this Declaration. The Easements granted herein shall in no way affect any other recorded easement on the Property. In addition, the Board of Directors may approve Easements on the Property for purposes of storm water drainage and/or detention.

SECTION TEN

Association

The Gables at Brighton Point Homeowners' Association, Inc., a not-for-profit corporation, has been incorporated to provide for the maintenance, repair, replacement, administration, operation and ownership of the Easement Area, and to perform such other functions as may be designated pursuant to the Amended Declaration and the Bylaws. Each Owner shall automatically be a member of the Association, but membership shall terminate when such person ceases to be an Owner and will be transferred to the new Owner. Any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless they realize upon their security, at which time they shall automatically be and become an Owner and a member of the Association.

Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. All persons holding an interest in any Lot shall be Members provided, however, each Lot represented shall have only one (1) vote as the Owners of such Lot may determine.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the Bylaws. The members shall be entitled to vote for the election of the

Board of Directors in accordance with the procedure outlined in the Bylaws. The Board of Directors shall be the governing body of the Association representing all the members and being responsible for the functions and duties of the Association including but not limited to the management, maintenance, repair, replacement and upkeep of the Easement Area. The Easement Area shall be owned, operated and managed by the Association.

SECTION ELEVEN

Right of Board of Directors to Adopt Rules and Regulations

The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Easement Area. Such rules as are adopted may be amended by vote of the majority of the Board. The Board shall Publish Notice of such rules to all Owners.

SECTION TWELVE

Real Estate Taxes

Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot, but are assessed and taxed on the Real Estate as a whole, without a breakdown for each Lot, then each Owner shall pay their proportionate share of the real estate taxes assessed to the Lots comprising the Real Estate assessed as a whole, which shall be equal to the number one (1) divided by the total number of Lots which have been subjected to this Declaration. Each Owner shall pay their proportionate share of the real estate taxes assessed on any improvements constructed on their Lot. Any real estate taxes or other assessments which are chargeable against the Easement Area shall be paid by the Association and treated as an Easement Expense.

SECTION THIRTEEN

<u>Utilities</u>

Each Owner shall pay for their own utilities which are separately metered or maintained on separate accounts. Utilities which are not separately metered shall be paid for by the Association as part of the Easement Expense unless determined otherwise.

SECTION FOURTEEN

Board Approval of Alterations, Additions, Maintenance and Improvements

Without the prior written approval of the Board of Directors, no Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or Residence located

thereon from its natural or improved state existing on the date of this document, except as otherwise expressly provided in the Declaration.

If the need for maintenance and repair results from the willful or negligent act of the Owner, their family, guests or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repair shall be borne by the Owner and shall be added to and become a part of the assessment to which their Lot is subject and be subject to the same method of collection as the Regular Assessment.

Each Owner grants the Association, its representatives, agents and employees an irrevocable right to enter the Owner's Lot for the purpose of discharging the Association's maintenance and repair responsibilities described in this Section 14.

The Board of Directors or their designated agents shall have the right, at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice will be required), to enter each individual Residence for purposes of inspection of the Easement Area appurtenant thereto, and replacement, repair and maintenance of the same.

SECTION FIFTEEN

Structural Maintenance, Repairs and Replacements

Refer to Attachment one (1) of the Rules and Regulations for an itemized list of Owner and Association responsibilities.

Each Owner shall at their expense be responsible for the maintenance, repairs, decoration, and replacement within their own Residence except as may otherwise be provided herein. All fixtures and equipment installed within the Residence commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Residence shall be maintained and kept in repair by the Owner. Each Owner shall promptly perform all maintenance and repair in their Residence, which if neglected might adversely affect any Residence, Easement Area or the value of the Property. Such maintenance and repairs include but are not limited to footers and foundations, internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lighting and all other accessories belonging to the Owner and appurtenant to the Residence.

Maintenance, repairs, replacements and upkeep of the Easement Area shall be furnished by the Association as part of the Easement Expense.

In addition to the maintenance of the Easement Area, the Association shall provide exterior maintenance upon each Lot and Residence for the following: exterior paint, repair, replacement and care of all exterior doors, including garage doors, but excluding screen doors and garage door openers. Roofs, gutters, downspouts, exterior building surfaces and other exterior improvements are also Association responsibilities. Exterior improvements shall not include the interior or exterior glass surfaces, screens, window fixtures or hardware. Such maintenance shall be the sole responsibility of the Owner. The maintenance of decks and patios shall be the responsibility of the Owner. The Board shall require and cause repairs to be made to preserve safe use and/or to ensure that the value of other Owners' property is not negatively affected. The expense of such repairs or maintenance caused by the Board shall be assessed to the Owner.

The cost of maintaining, servicing and operating a sewer lateral that serves a Residence from the point where the sewer line exits a Residence to the point where the sewer lateral connects to the City of Bloomington sewer main shall be borne by the Owner of each Residence. The Owner shall indemnify and hold the Association and the City of Bloomington, Indiana, harmless from any claim for injury or damage arising as a result of the Owner's failure to properly maintain, service or operate any single sewer lateral.

SECTION SIXTEEN

Landscaping

The Association retains control of plantings in Lots of all Residences so that any changes desired by Owners to their Lots must obtain, in advance, Board approval. Owners are responsible for the costs involved. Owners are responsible for maintaining the landscaping on their Lots, except as noted below. The Board will provide guidelines for plant replacement.

The goal of the Association is to maintain a uniform appearance on the front of all Lots and Easement Areas. The Association assumes responsibility for mowing all lawns, removing leaves from all properties and removing heavy snow from driveways and streets.

Owners, with Board approval, shall maintain in accordance with good horticultural practices the shrubs, trees, annual and perennial flowers. Owners shall be responsible for watering the grass, planting beds and other landscaping located on Owner's Lot.

Refer to Attachment One (1) of the Rules and Regulations for itemized list of Owner and Association responsibilities discussed in this Section 16. Additionally, see comments related to Attachment One (1) in Section 15.

SECTION SEVENTEEN

Assessments

Regular and Special Assessment shall be determined and collected as follows:

1. Annual Accounting

Each calendar year the Board of Directors shall cause to be prepared and Publish to each Owner an unaudited financial statement, which shall show all receipts and expenses received, incurred or paid during the preceding year.

2. Proposed Annual Budget

Annually, on or before the date for Notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual

budget for the ensuing calendar year estimating the total amount of the Easement Expenses for the ensuing year and Publish the proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption. If adopted, the budget shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Owners present or represented at the meeting (provided a quorum is present). However, in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved. The failure or delay of the Board of Directors to prepare a proposed annual budget and to Publish a copy thereof to the Owners shall not constitute a waiver or release of the Owners to pay the Common Expenses.

3. Regular Assessments

The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuring year as set forth in said budget, contain a proposed assessment against each Lot based on the total amount of said budget divided by the total number of Lots (herein called the Regular Assessment). The Regular Assessment against each Residence shall be paid in twelve (12) monthly installments on the first day of each month beginning in January following adoption of the budget. Payment of the monthly installments of the Regular Assessment shall be made to The Gables at Brighton Point HOA. Any Owner may elect to pay Regular assessments in advance. The Regular Assessment for each year shall become a lien on each separate Lot and Residence.

4. Special Assessments

In addition to the Regular Assessments authorized above, the Board of Directors may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part.

- a. The cost of any construction, reconstruction, repair or replacement of a capital improvement,
- b. The expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association.

Each Owner shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses divided by the total number of Lots. The Board of Directors may, in connection with the levy of any Special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

5. Adjustments

If the approved budget and Regular Assessments, plus the reserves and working capital of the Association provide insufficient funds to meet the Association's

actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. In the event the approved budget and Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or deposited in the reserve fund.

6. Temporary Budget and Assessments

If an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Regular Assessments are determined. However, if necessary, that preceding budget and Regular Assessments may be increased by up to fifteen percent (15%) as the Board of Directors, by majority vote, may deem necessary in said temporary budget and Regular Assessments.

7. <u>Reserve Funds</u>

The Association shall be obligated to establish a reserve fund for the repair of the Easement Area and for the Association's maintenance responsibilities for the Residences as set forth in Section 14. The reserve shall be funded through the payments of Regular Assessments. All amounts held by the Association shall be maintained in a federally insured, interest-bearing account and any interest thereon shall be added to and deemed a part of such fund. The reserve funds shall be used for capital expenditures and replacement and repair of the Easement Area and of Residences to the extent such capital expenditures, repair and replacement are the obligation of the Association. The reserve funds are not for usual and ordinary repair expenses of the Easement Area or Residences.

The Reserve Fund shall be maintained at a minimum amount equal to 65% of the annual budget or One Hundred Thousand Dollars (\$100,000.00), or the amount required by law or statute whichever is greater. It is not anticipated that the reserve Fund will be sufficient to cover the cost of major (over \$25,000.00) capital expenditures such as roofs, roads, siding, etc. Should the Reserve Fund balance fall below the required minimum balance as described above, the Fund may, as determined by the Board be funded by a special assessment applicable to designated projects, equally divided by the number of Lots.

Maintaining an adequate Reserve Fund will allow for lower annual budgets and monthly assessments since the HOA will not be required to hold funds for nonemergent uses. Having lower dues will help support property values while allowing owners to retain more of their monies for their personal investment. Owners are encouraged to maintain their own contingency funds to cover the cost of special assessments should there arise a need.

8. Status of Funds Collected by Association

All funds collected pursuant to this Section 17 shall be held and expended by the Association solely for the purposes designated herein, and, except for such adjustments as may be required to reflect delinquent or prepaid Regular of Special Assessments, shall be deemed to be held for the use and benefit of the Owners for the payment of Easement Expenses.

9. Accounting Practices of the Association

The annual budget, the Regular Assessment and all sums assessed by the Association shall be established, by using generally accepted accounting principles.

a. Collection of Assessments

Each Assessment shall be due and payable on the due date thereof as specified in this Declaration or in the Bylaws, or if not so specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the Delinguency Date shall be deemed delinguent without further notice or demand to the defaulting Owner, and a late fee equal to ten percent (10%) of the amount due (or the maximum amount allowed under applicable law) shall be assessed for each thirty (30) day period in which such amount due remains unpaid. If any costs or expenses, including attorney's fees, are incurred by delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at a rate of interest equal to eight percent (8%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinguent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot and Residence as of the date on which such delinquent Assessment first became a lien. If any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for current quarter of any calendar year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant of the Residence shall be jointly and severally liable for the payment to the Association of reasonable rent charged a tenant for such Residence. The Board of Directors may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same.

b. <u>Subordination of Assessment Lien to Mortgage</u>

Notwithstanding anything contained in this Declaration, the Articles of Incorporation of the Association or the Bylaws, any sale or transfer of a Lot or Residence to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance. The extinguishment of such lien cannot relieve the prior Owner from personal liability therefor.

SECTION EIGHTEEN

<u>Insurance</u>

 <u>Minimum Requirement for Association Insurance.</u> Refer to Attachment One (1) of the Rules and Regulations for an itemized list of Owner and Association responsibilities discussed in this Section 18.

The Association shall as a minimum obtain and carry a master policy of property insurance in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, excavation and other items normally excluded from coverage, but including footings and foundations) of each Residence (excluding interior finishes and personal property located in the Residences) and the common facilities owned by the Association (including all building service equipment and the like). Such insurance coverage for each Residence shall include, without limitation, all mechanical components, framing, exterior wall board, siding, soffit, fascia, roof deck, roof shingles, decks, exterior lights and guttering. This insurance should be of sufficient amount to allow the exterior of the Residence to be restored and maintained, even if the reconstruction of the interior of the Residence is delayed for any reason. A representative listing of the items which are the responsibility of the Association to insure are included in Attachment One (1) the Rules and Regulations.

Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent. The policy shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

2. Public Liability Insurance

The Association shall, as a minimum, carry and maintain in force a master comprehensive policy of public liability insurance covering all of the Easement Area

located in the Real Estate, insuring the Association with limits in such amounts as the Board of Directors shall deem appropriate with a limit not less than \$1,000,000.00, covering all claims for personal injury and/or property damage arising out of a single occurrence. This coverage shall include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and, if applicable, garage-keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. This comprehensive public liability insurance policy shall cover all of the Easement Areas and shall insure the Association, the Board of Directors, Officers, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, and all Owners or other persons entitled to occupy any Lot or Residence. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

3. Minimum Bonding Requirement

The Association shall be required to maintain fidelity coverage to protect against dishonest acts on the part of its officers, directors, trustees, managing agent and employees and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements.

- a. All such fidelity bonds shall name the Association as an obligee.
- b. Such fidelity bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, unless FNMA requires a greater amount.
- c. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.
- d. Such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice.
- 4. Directors and Officers Insurance

The Association shall carry Directors and Officers liability insurance in order to protect it from causes of action resulting from the actions or inactions of the Board or of the Officers.

5. Workmen's Compensation Insurance

Workmen's Compensation insurance if and to the extent necessary to meet the requirements of law.

6. Additional Insurance

The Association shall carry any additional insurance as the Board of Directors may deem necessary, advisable or appropriate.

7. General Provisions

The premiums for all insurance described above shall be equally divided and paid by the Association as part of the Easement Expenses. At the discretion of the Board of Directors, the premiums for any policy or policies of insurance may be included in the Regular Assessment or billed directly to each Owner, based on the amount of such premium(s) divided by the total number of Lots, taking into account the total square footage of each residence, in which case such premium(s) shall be immediately due and payable and shall constitute an "Assessment" for purposes of Section 16 hereof. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or Mortgagee with a description of the insurance coverage maintained by the Association.

In no event shall the Board of Directors make any distribution of insurance proceeds directly to the Owner where there is a mortgage endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and their Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Easement Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the Members of the Association. In any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

8. Insurance by Owners

Each Owner shall be solely responsible for and shall obtain insurance, at their own expense, affording coverage upon their personal property, the interior improvements. Finishes, betterment, and permanent additions of their Residence (including without limitation drywall, wall boards, ceilings, fixtures, countertops, cabinets, fixtures, carpeting, and other floor coverings) the contents of their Residence, their personal property stored anywhere on the Real Estate, and for their personal liability. A representative listing of the items which are the responsibility of the Owners to insure are included in Attachment One (1) to the Rules and Regulations. This insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions of the master casualty policy to be obtained by the Association.

Each Owner shall provide the Association with a Certificate of Insurance evidencing such coverage, upon written request. All such policies shall include the agreement

of the insurer to give not less than thirty (30) days' prior written notice to the Association in the event of cancellation or other material change in coverage. If an Owner fails to obtain or maintain the insurance required by this Section 18, then the Association may, at the discretion of the Board of Directors, secure such coverage on behalf of such Owner and/or pay the premiums for such coverage, and the cost of such payments shall be assessed to such Owner. When so assessed, a statement thereof shall be rendered to the Owner, at which time such amount shall constitute an Assessment and become immediately due and payable and constitute a continuing lien and obligation of the Owner in all respects as provided in Section 17 hereof.

SECTION NINETEEN

Casualty and Restoration

In the event of damage or destruction of any Residence by fire or other casualty, the Owner thereof shall cause such Residence to be promptly repaired and restored. The proceeds of insurance carried for the benefit of the Owner and Mortgagee for such purpose shall be applied to the cost of such restoration. If the insurance proceeds are inadequate to cover the costs of reconstruction or if there are no proceeds, the Owner of the Residence directly affected by the damage shall pay the cost for restoring the Residence. A Residence shall be deemed directly affected if and only if a part of such Residence, including but not limited to, any party wall of such Residence, is damaged or destroyed. If any Owner fails or refuses to reconstruct their Residence when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the restoration when required becoming a lien on such defaulting Owner's Lot and subject to foreclosure in the same manner as provided for Regular Assessments.

The restoration referred to in this Section 19 shall include the construction costs to rebuild the Residences in the same condition as they existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in their Declaration, all Residences which are destroyed or damaged shall be restore pursuant to the provisions of this Section 18 of this Declaration, unless a majority vote of the Members of the Association decide that such restoration is not necessary and all improvements in the Easement Area which are damaged or destroyed shall be restored by the Association unless two-thirds (2/3) of the Members of the Association unless two-thirds (2/3) of the Members of the Association or to make it in a different manner.

In the event the Association has insurance proceeds which are to be used for the benefit of the Owner, no distribution of such insurance proceeds shall be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement

on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and their Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Easement Area.

In the event of damage to or destruction of any of the Easement Area due to fire or other casualty or disaster if the insurance proceeds are not adequate to cover the cost of repair and reconstruction of the Easement Area, then the cost for restoring the damage and repairing and reconstructing the Easement Area (or the cost thereof in excess of insurance proceeds received) shall be paid by the Association through a Special Assessment of the Owners with each Owner being assessed an equal amount.

SECTION TWENTY

Notice to Association

Any Owner who places a first mortgage lien upon their Lot or the Mortgagee shall notify the secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee name and address shall be maintained by the Managing Agent, under the authority of the secretary, and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if Notice is given to such Mortgagee at the address shown in such record at the time provided.

Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the secretary either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which they otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage or otherwise.

The Association shall, upon request of the Mortgagee who has furnished the Association with its name and address hereinabove provided, furnish such Mortgagee with a notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or Bylaws which is not cured within sixty (60) days.

SECTION TWENTY-ONE

Amendment of Declaration

This Amended Declaration shall be proposed and adopted in the following manner:

1. Notice/Publication

Notice and Publication of the subject matter of the proposed amendments shall be included in the Notice of any meeting at which the proposed amendment is considered.

2. <u>Resolution</u>

A resolution to adopt the proposed amendments shall be considered by the Board of Directors or by the vote of a majority of the Owners.

3. <u>Meeting</u>

The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the Bylaws and Declaration.

4. Adoption of Amendments to Declarations

Any proposed amendments to the Declaration must be approved by not less than seventy-five percent (75%) of the Owners eligible to cast votes.

5. Special Amendment

No amendment to this Declaration shall be adopted without the unanimous approval of all Owners, which changes substantive obligations of the Owners related to the following:

- a. the applicable share of an Owner's liability for the Easement Expenses or the method of determining the same; or
- b. the provisions of Section 18 of this Declaration with respect to casualty insurance to be maintained by the Association; or
- c. provisions of Section 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty; or
- d. changes of any of the provisions of Section 17 of this Declaration with respect to the assessments on any Lot.
- 6. <u>Recording</u>

Each amendment to the Declaration shall be executed by the president and secretary of the Association and shall be recorded in the Office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

SECTION TWENTY-TWO

Acceptance and Ratification

All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Amended Declaration, the Articles of Incorporation and the Bylaws incorporated herein by reference and the Rules and Regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and Rules and Regulation, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Property in any manner shall be subject to this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulation applicable thereto as each may be amended from time to time.

SECTION TWENTY-THREE

Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their negligence or by that of any member of their family or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of the insurance carried by the Association. Recovery of any damages, expenses or monetary obligations shall be governed by the provisions in Sections 9(a) and 21. An Owner shall pay the amount of any increase in insurance premiums occasioned by their use, misuse, occupancy, or abandonment of their Lot or its appurtenances or of the Easement Area.

SECTION TWENTY-FOUR

<u>Waiver</u>

No owner may be exempt from liability for their contribution toward the Common Expenses or Easement Expenses by waiver of the use or enjoyment of any of the Easement Area or by abandonment of their Lot.

SECTION TWENTY-FIVE

Severability Clause

The invalidity of any covenant, restriction, condition, limitation or other provision of this Amended Declaration, the Articles of Incorporation or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles of Incorporation or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

SECTION TWENTY-SIX

Pronouns

Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

SECTION TWENTY-SEVEN

Interpretation

The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Amended Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

ARTICLE TWENTY-EIGHT

<u>Rental Units</u>

The following restrictions shall apply from the date of adoption of these Amended Bylaws to all units in The Gables at Brighton Point.

Section 28.1 <u>Restrictions and Regulations</u>

- A. The number of rental units will be restricted to no more than two (2) at one time.
- B. Rental units will be allowed on a first-come, first-served basis, up to the maximum number of two (2). Additional "hardship" rental units may be allowed at the discretion of the Board of Directors if the Owner presents compelling evidence for their need to rent and their intent is to return to their home after the rental period has passed.
- C. Rental period shall not be for less than six (6) months.

- D. Each owner will provide the lease for the Board of Directors' approval in advance of renter occupancy, and the Board reserves the right to require changes to the lease in matters potentially affecting common properties and/or issues potentially affecting other resident homeowners.
- E. Except for units presently leased, Owners must have physically lived in (not simply owned) their residence for at least one year before they will be eligible to rent their unit.
- F. Rental units will be to families or single residents (no more than 3 unrelated adults) as prescribed by the rental provisions of the applicable city ordinances of Bloomington, Indiana.
- G. Leases must be to individuals. No lease will be approved by the Board of Directors wherein the Lessee is a corporation, partnership, L.L.P. or L.L.C.
- H. All Owners intending to rent their unit must, in advance, provide a valid City of

Bloomington rental occupancy permit to the Board of Directors.

- Renters will be subject to the same rules and regulations as all homeowners and the renting Owners will be responsible for informing their renters of such rules.
- J. Renting Owners will provide the Board of Directors with a 24-hour contact number in the event of emergencies relative to their rental unit.
- K. Renting Owners will provide a security deposit of one thousand dollars (\$1,000) to the HOA account to cover the potential of repairs to damage to the Common Areas caused by their renters. The security fee, less appropriate deductions, will be returned to the Owner upon termination of the lease.
- L. The Board of Directors reserves the right to bill the Owner or seek legal redress for damage to the Common Areas done by their renter more than the mandatory one thousand dollar (\$1,000) security deposit.
- M. If renters disturb the peace and tranquility of the Gables at Brighton Point, and a "police call" is made to the residence, the Owner is to personally address the issue with the renters. This will not be done through a rental management company. The Owner must personally contact the renters and address the issue. If such disturbance occurs a second time, the Board of Directors reserves the right to compel the Owner to evict the tenants, and all expenses related to any legal action and/or fees or penalties incurred because of early termination of the lease will be borne by the Owner. If the Owner fails to evict the tenant, the Board of Directors, after giving the Owner a ten (10) day notice, may bring an eviction action. The Owner acknowledges that any lease of their residence involves a lease of

Common Area facilities and improvements, and that the Homeowners' Association is a proper party to an eviction and damage action.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration to be executed on this lb^{+3} day of December, 2024.

The Gables at Brighton Point Homeowner's Association, Inc.,

An Indiang Nonprofit/Corporation.

Βv Larry Gardner, President

By <u>Olive</u> Sm Alice Emily, Secret

STATE OF INDIANA SS: COUNTY OF MONROE

Before me, a Notary Public, in and for said County and State, personally appeared Larry Gardner as President who acknowledged the execution of this Amended Declaration of Covenants, Conditions and Restrictions of the Gables at Brighton Point Homeowner's Association, Inc., and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal this 10^{-4} day of December, 2024. Signature: Thomas e My Commission Expires: THOMAS E. DENSFORD lesiding in Monroe County Printed: Thomas E. Densford, Notary Public My Commission Expires January 5, 2030 Commission Number 6495 Residing in Monroe County, Indiana STATE OF INDIANZ SS: COUNTY OF MONROE

Before me, a Notary Public, in and for said County and State, personally appeared Alice Emily, Secretary who acknowledged the execution of this Amended Declaration of Covenants, Conditions and Restrictions of the Gables at Brighton Point Homeowner's Association, Inc., and who having been duly sworn, stated that all facts set forth are true to the best of her knowledge, information and belief.

Witness my hand and Notaria	al Seal this $10^{\frac{1}{2}}$ day of December, 2024.
My Commission Expires:	Signature: Themas hand
THOMAS E. DENSFORD Residing in Monroe County SEAL My Commission Expires	Printed: Thomas E. Densford, Notary

January 5, 2030 Commission Number 64955



Amended and Restated

Declaration of Covenants, Conditions and Restrictions

of

The Gables at Brighton Point Homeowners Association, Inc.

<u>EXHIBIT A</u>

Amended and Restated ByLaws of The Gables at Brighton Point Homeowners Association, Inc.

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AMENDED & RESTATED BYLAWS OF THE GABLES AT BRIGHTON POINT

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AMENDED AND RESTATED BYLAWS OF THE GABLES AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC. AN INDIANA NOT-FOR-PROFIT CORPORATION

ARTICLE ONE Identification and Applicability

Section 1.1 Identification and Adoption

These Amended and Restated Bylaws are executed simultaneously with the execution of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Gables at Brighton Point (hereinafter referred to as the "Declaration"). The Declaration is incorporated herein by reference and all the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these Bylaws and reference is hereby made to the definitions in Section 1 of the Declaration. The provisions of these Bylaws shall apply to The Gables at Brighton Point Real Estate and to the administration and conduct of the affairs of the Homeowners' Association. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Declaration.

Section 1.2 Individual Application

All the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy any Lot or any part of The Gables at Brighton Point Real Estate shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these Bylaws, as the same may be amended.

ARTICLE TWO Meetings of Association

Section 2.1 Purpose of Meetings

At least annually, and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses and Assessments, and for such other purposes as may be required by the Declaration and these Bylaws.

Section 2.2 Annual Meetings

The annual meeting shall be held no later than the 4th week of the month of October in each calendar year. At each annual meeting the Owners shall elect the Board of Directors of the Association and approve the annual budget in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.3 Special Meetings

A special meeting of the Owners may be called by resolution of the Board of Directors or upon a written petition of the Owners who represent not less than twenty-five percent (25%) of the Owners. Any such resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.4 Notice and Place of Meetings

A meeting of the Owners shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. A Notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose(s) for which the meeting is called, shall be delivered to each Owner and, if applicable, to any Mortgagee, not less than fourteen (14) days prior to the date of such meeting. The Notice shall be delivered to the Owners as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of Notice of such meeting.

Section 2.5 <u>Substitute Annual Meeting</u>

If the annual meeting shall not be held when designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.6 Voting

Owners shall be entitled to one vote for each Lot owned. The voting privileges shall be suspended during any period of time an Owner remains in default to the provisions the these ByLaws or the Amended Declarations

2.6.1 Multiple Owner

Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. At the time of acquisition of title to a Lot by multiple Owners or a partnership, those persons constituting such Owners or the partners shall file with the Secretary of the Association a proxy appointing one of Owner or partners as the voting representative for such Lot which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or such appointment is otherwise rescinded by any Owner, order of a court of competent jurisdiction or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may grant a proxy to another to vote in their place at a meeting(s) pursuant to paragraph 2.6.3 of this Section 2.6, which shall constitute relinquishment of their right to act as voting representative for the Lot.

2.6.2 Voting by Corporation or Trust

Where the Owner is a corporation, the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled. Where the Owner is a trust, a representative of the trust duly empowered by the trustees may cast the vote on behalf of the trust.

2.6.3 Proxy

At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the meeting for which such proxy was granted. A proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. If the Owner appears before the vote is taken, the proxy is null and void.

2.6.4 <u>Quorum</u>

Unless otherwise expressly provided in the Declaration or these Bylaws, the Owners representing more than fifty percent (50%) of the Owners shall constitute a Quorum at all meetings. The term Majority of Owners or Majority of vote, as used in these Bylaws, shall mean the Owners entitled to more than fifty percent (50%) of the votes in accordance with the Declaration as such may be amended and shall not mean a majority of the persons or votes present or represented at such meeting.

Section 2.7 Conduct of Annual Meeting

The chairperson of the meeting shall be the President of the Association or their designee. The President shall call the meeting to order at the duly designated time and business will be conducted in the following order:

2.7.1 <u>Reading of Minutes</u>

The Secretary of the Association shall Publish the minutes of the last annual meeting and the minutes of any special meeting(s) in a format available to all Owners at least thirty (30) days prior to the meeting.

2.7.2 <u>Treasurer's Report</u>

The Treasurer shall report to the Owners concerning the financial condition of the Association and to answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year.

2.7.3 Budget

The proposed budget for the next calendar year shall be presented to the Owners for approval.

2.7.4 Election of Board of Directors

Nominations for the Board of Directors may be made by any Owner from those persons who are eligible to serve as specified in 3.1.2 of these Bylaws. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Each Owner may cast their vote for each of as many nominees as are to be elected; however, they shall not be entitled to accumulate or duplicate their votes. Those persons receiving the highest number of votes shall be elected.

2.7.5 Other Business

Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting. However, such written requests may be waived at the meeting if all Owners present at the meeting consent.

2.7.6 Adjournment

Upon completion of all business before the Owners, the President of the Association, upon the motion of any Owner, may adjourn the meeting. However, no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year.

ARTICLE THREE Board of Directors

Section 3.1 Board of Directors

3.1.1 Governance

The affairs of the Association shall be governed and managed by the Board of Directors. The Board of Directors shall be composed of five (5) persons.

3.1.2 Directors

Directors shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. Each director shall hold office for a period of two (2) years or until their death, resignation, retirement, removal, disqualification, or their successor is elected and qualified. At the time these Bylaws are executed the terms of two (2) of the directors shall expire in even-numbered years. The terms of the three (3) remaining directors shall expire in odd-numbered years. Each director shall be one of the Owners and must be in compliance at the time of their election with all covenants, terms, conditions and obligations imposed upon the Owner by these Bylaws and the Declaration. In the event an Owner is a corporation, partnership, trust or other legal entity, other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity shall be eligible to serve as a member of the Board of Directors. Nothing herein contained shall be construed to prevent the election of a director to succeed themself.

3.1.3 Vacancies in the Board of Directors

Any vacancy, including vacancies due to any decrease in the number of persons on the Board, shall be filled by Majority vote of the remaining directors. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director they succeed. The Board may reorganize office positions.

3.1.4 Meetings

All meetings of the Board shall be open to attendance by any Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the Executive Minutes.

3.1.5 Actions without Meeting

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent to such action is approved by all directors and such consent is recorded.

3.1.6 <u>Quorum</u>

A Majority of the total number of the directors shall constitute a Quorum. Board actions shall require a minimum of at least three (3) Directors present at its meetings when a Quorum exists. Virtual presence by a member is allowed for purpose of determining a Quorum.

Section 3.2 <u>Powers of the Board of Directors</u>

The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- A. To employ a professional managing agent or real estate management company, hereinafter referred to as a "Managing Agent", to assist the Board of Directors in performing its duties.
- B. To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors.
- C. To procure for the benefit of the Owners fire and extended insurance coverage protecting all buildings, to procure public liability and property damage insurance, directors and officers liability insurance, worker's compensation insurance, and such other insurance as the Board of Directors may determine is necessary for the benefit of the Owners and the Association.
- D. To employ legal counsel, architects, contractors, and others as in the judgment of the Board of Directors may deem necessary or desirable in connection with the business and affairs of the Association.
- E. To include the costs of all Common Expenses and Assessments and to pay all of such costs therefrom.
- F. To consent to amendment of the Declaration as therein provided.

- G. To adopt, revise, amend and alter Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate.
- H. To open and maintain a bank account or accounts in the name of the Association.
- I. To impose penalties and levy fines after Notice of Hearing for violations of Declaration, Bylaws, Rules and Regulations of the Association, and collect payments or late payments of those assessments.
- J. To grant Easements of any period of time, including permanent Easements, and grant leases, licenses and concessions through or over the Common Areas.
- K. To remove a member of the Board of Directors with unanimous vote of the remaining members of the Board in the event such member shall not be able to participate in three (3) consecutive regular meetings without due cause of illness or being able to actively participate.
- L. To manage Easements and Common Areas, except as otherwise provided in the Declaration.
- M. To call meetings of the Board of Directors to be held and conducted in accordance with such regulations as the Board may adopt.

Section 3.3 Limitations on Board Action

The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000) without obtaining the prior approval of a majority of Owners, except in the following cases:

- A. Contracts for replacing or restoring portions of the Easement/ Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.
- B. Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.
- C. Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.4 <u>Compensation</u>

No Director shall receive any compensation for any service to the Association, except to such extent as a Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 3.5 Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a Majority of the directors. The Secretary of the Association shall provide Notice of all meetings of the Board to each director personally at least five (5) days prior to the date of such meeting. Attendance at any meeting shall serve as waiver of the required notice. The date, time, and location of the regular meetings of the Board will be Published for the benefit of any Owner who would like to attend.

Section 3.6 Special/Emergency Meetings

A special meeting of the Board of Directors may be called by the President of the Association or any two members of the Board of Directors. If the Board employs a Managing Agent, the person or persons calling such meeting shall give Notice thereof to the Managing Agent as soon as possible. The Notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at the place as designated in the Notice.

Section 3.7 <u>Waiver of Notice</u>

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

Section 3.8 Non-Liability of Directors

The Board of Directors shall not be liable to the Association or Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the directors against any and all liability to any person, firm or corporation arising out of contracts, acts or omissions made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or gross negligence which is contrary to the provisions of the Amended Declaration or Bylaws. It is intended that the directors shall have no personal liability with respect to any contract, acts or omissions made by the Board of Directors, act or omission made by the Board of Directors, act or omission made by the Board of Directors, act or omission made by the Board of Directors, act or omission made by the Board of Directors, act or omission made by the Board of Directors, act or omission made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.9 Additional Indemnity of Directors

The Association shall indemnify any person, his heirs, assigns, and legal representatives made a part to any action, suit or proceeding by reason of the fact that the person is or was a director of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by the director in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which shall be adjudged in such action, suit or proceeding or a legal finding that such director was guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of their duties where acting in good faith, such director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association, or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that the director failed or nealected to attend a meeting or meetings of the Board of Directors.

Section 3.10 Bond

The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute a Common Expense.

ARTICLE FOUR Officers

Section 4.1 Officers of the Association

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. Every officer will serve for a term of one (1) year except an officer filling the vacancy created by resignation, death, or removal of their successor, in which case the officer shall serve for the unexpired term of their predecessor. At the conclusion of the current term, an officer may be eligible for re-election, unless removed by the Board pursuant to Section 4.2.

Section 4.2 Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmation vote of a two-thirds (2/3) majority of all members of the Board, any officer may be removed either with or without cause and the officer's successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3 <u>The President</u>

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

Section 4.4 The Vice President

The Vice President shall be elected from among the Board of Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as be imposed upon them by the Board or by the President.

Section 4.5 The Secretary

The Secretary shall be elected from among the Board of Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the secretary, and such other duties as may be prescribed by the Board. The Secretary shall specifically see that all Notices of the Association or the Board are delivered in accordance with the provision of these Bylaws.

Section 4.6 <u>The Treasurer</u>

The Board of Directors shall elect from among the directors a Treasurer who shall oversee and report on the financial condition of the Association. The Treasurer is responsible for preparing the budget, annual tax returns and monitoring the financial records and statements to ensure a complete and accurate accounting of all finances and performs such other duties incident to the office of the treasurer. The Treasurer shall be responsible for all monies, notes, securities and other valuables which may come into possession of the Association and shall immediately deposit all funds received on behalf of the Association in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.7 Assistant Officers

The Board of Directors may designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board may prescribe. Assistant Officers do not have the right to vote on matters before the Board.

Section 4.8 <u>Compensation</u>

No officer shall receive compensation from the Association for acting as such.

ARTICLE FIVE Control

In the case of any conflict between the Articles of Incorporation and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Amended Declaration and these Bylaws, the Amended Declaration shall control.

ARTICLE SIX Rules and Regulations

The Board of Directors may promulgate Rules and Regulations regarding the operation of the Real Estate, including but not limited to the use of the Easement Areas and Common Areas, as it may deem necessary. Such rules as are adopted may be amended by a vote of a Majority of the Board. Notice of changes will be Published to all Owners at least fifteen (15) days prior to effective date. Any rule or regulation promulgated by the Board may be enforced by the Board; however, if there is any dispute regarding the interpretation or enforcement of any rule or regulation, the provisions of Article 10, Alternative Dispute Resolution shall apply.

ARTICLE SEVEN Amendment to Bylaws

These Bylaws may be amended by a vote of not less than seventy-five percent (75%) of the vote of the eligible Owners in a duly constituted meeting called for such purpose.

ARTICLE EIGHT Notices and Mortgagees

Section 8.1 Notice to Association

Any Owner who has a mortgage or places a mortgage lien upon the Owner's Lot shall notify the Secretary/Managing Agent and provide the name and address of the Mortgagee. A record of such Mortgagee including the name and address of the contact person shall be maintained by the Managing Agent under the direction of the Secretary of the Association.

Section 8.2 Notice of Unpaid Assessments

The Association shall, upon written request of a Mortgagee, a prospective Mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Lot. That statement shall be binding upon the Association and the Owners as of the date provided.

<u>ARTICLE 9</u> <u>Alternative Dispute Resolution</u>

Section 9.1 Disputes Subject to this Article

Owner disputes shall be resolved in accordance with the provisions of this Article Ten if the dispute concerns any of the following:

- the promulgation, application or enforcement of the Association's Rules and Regulations;
- any dispute with an officer, director or Managing Agent of the Association regarding the performance of their respective duties;
- any other matter with respect to the Property voluntarily submitted to the Association by all parties for resolution; or
- the interpretation of the Declaration, the Association's Articles of Incorporation or the Association's Bylaws.

Section 9.2 Binding Effect

Each Owner, by accepting a deed to a Lot, on behalf of the Owner and the Owner's family, invitees and contract purchasers agree to be bound by the provisions of this Article.

Section 9.3 Description of Alternative Dispute Resolution Procedures

Any dispute that is subject to this Article must be submitted by the Owner to the Board of Directors in writing on a form provided by the Board.

9.3.1 Mediation

Mediation is a process by which a neutral third party, called a mediator, acts to encourage and assist in the resolution of a dispute between two (2) or more parties. Mediation is an informal and non-adversarial process and the objective is to help the disputing parties reach a mutually acceptable agreement between or among themselves on all or any part of the issues in dispute.

9.3.2 Arbitration

Arbitration is a process in which a neutral third person or a panel, called an arbitrator or an arbitration panel, considers the facts and arguments of the parties to the dispute and the arbitrator or arbitration panel renders a decision. Arbitration decisions rendered under this Article shall be binding on the Association, all Owners and all other parties.

Section 9.4 Procedure for Invoking Alternative Dispute Resolution Procedure

Within thirty (30) days after the Board of Directors or Managing Agent's receipt of the disputing party's written request for Alternative Dispute Resolution, the Board or the Managing Agent, if one is acting, will provide the disputing parties with a list of mediators trained in civil mediation and certified as mediators by the Indiana Commission for Continuing Legal Education. In the event a mediator is not selected by agreement of the disputing parties, the disputant who filed the request will strike first and each other party to the dispute will then, in turn, strike a mediator from the list. The mediator remaining after the striking process will be deemed the selected mediator. A person selected to serve as mediator may decline or refuse to serve as mediator for any reason and no mediator can have an interest in the outcome of the mediation. If the selected mediator, the selection process will be repeated.

9.4.1 Mediation Procedure

The mediator selected as provided in this Article shall conduct the mediation in accordance with the Alternative Dispute Resolution Rule 2 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The Board or the Managing Agent will maintain copies of the applicable rules at the Association's office and will supply copies of the rules upon the written request of any disputant. Following the mediation session, the mediator must report to the Board or Managing Agent whether the mediation has been successful. If the dispute is resolved, written acknowledgement of resolution, signed by the parties, will serve as the mediator's report. If the mediation does not resolve the dispute, the mediator must report which issues are not resolved in writing, and the mediator's report shall be submitted to an arbitrator for a decision. If any disputant refuses or fails to meet at the time set for the mediation, the mediation will be deemed to have failed and the dispute will be submitted for arbitration.

9.4.2 Binding Arbitration

If the mediation fails, the parties to the dispute shall promptly submit the dispute to an arbitrator or arbitration panel for resolution. The decision of the arbitrator or the arbitration panel shall be binding on all parties to the dispute. An arbitrator or arbitration panel shall be selected, and the arbitration proceedings shall be conducted in accordance with the Alternative Dispute Resolution Rule 3 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The mediator's report shall be submitted to the arbitrator or arbitration panel. The Managing Agent or Board of Directors will maintain copies of the applicable arbitration rules. Upon written request, the Board or Managing Agent will provide the Owner with copies of the applicable rules. The decision of the arbitrator or the arbitration panel shall be binding on all parties and may be enforced by a court of competent jurisdiction.

9.4.3 Costs and Expenses

The costs and expenses of the mediator, the arbitrators, the prevailing party's reasonable attorney fees and the Managing Agent's costs and expenses shall all be borne by the non-prevailing party unless the mediator or the arbitrators determine that the costs and expenses should be borne equally by all of the parties. An Owner who initiates the dispute resolution procedure set forth in this Section 10.4, shall deposit in an HOA account the sum of One Thousand Dollars (\$1,000) as security for any obligation of the Owner to pay costs, expenses and/or attorney fees in accordance with this Section 9.4. An additional sum of One Thousand Dollars (\$1,000) shall be deposited by the Owner in an HOA account if

the mediation fails and the dispute resolution proceeds to arbitration in accordance with Section 9.4.2.

Section 9.5 Amendment or Repeal of Alternative Dispute Resolution Procedure

The provisions of this Article 9 may only be amended or repealed at a special meeting of the Owners called for that purpose.

Certified to be the Bylaws adopted by consent of the Directors of the Gables at Brighton Point Homeowners' association, Inc., dated this <u>10</u>¹⁰ day of December, 2024.

By Chie Alice Emily, Secreta

Amended and Restated

Declaration of Covenants, Conditions and Restrictions

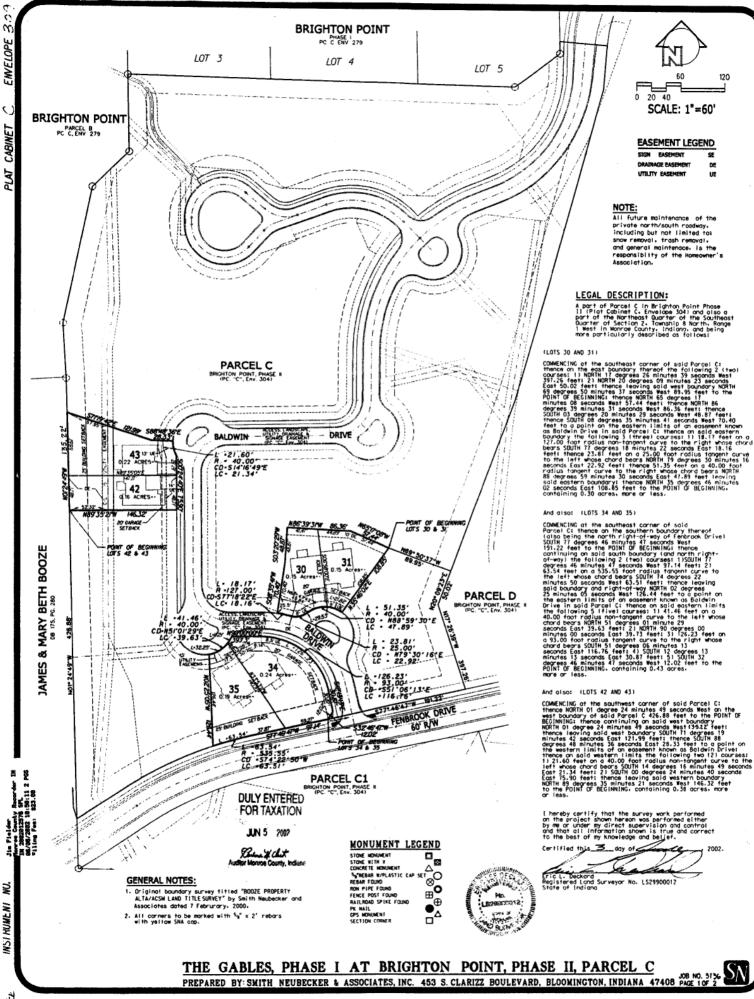
of

The Gables at Brighton Point Homeowners Association, Inc.

EXHIBIT B

Plats of The Gables Phases I -V at Brighton Point, Phase II, Parcel C





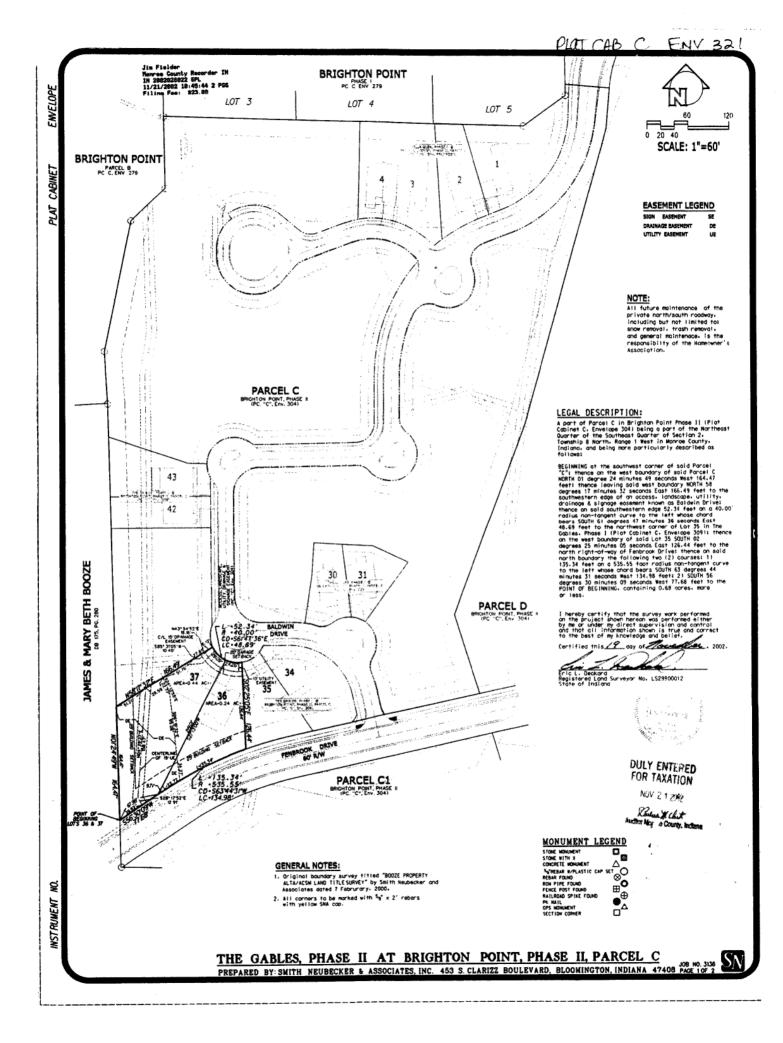
ĽA Carrie BRIGHTON AVENUE Ŷ 107 1 LOT 2 LOT 3 LOT 4 LOT 5 B 田間や THE 10 PROJECT LOCATION THE VILLAS THE GABLES PHASE I BRIGHTON POINT LOCATION MAP KEY MAP PLAN COMMISSION AND BOARD OF PUBLIC WORKS The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions, dated <u>5-11-00</u>, and resorted in Miscellaneous Resord <u>2000007670</u>, in the office of the Recorder of Korree County. Indiana. Under the authority provided by Chapter 174. At is of 1947. enacted by the General Assembly of the State of Instance and orginance adopted by the Common Council of the City of Bloomington. Indiana, this plat was given and with by the City of Bloomington as tollows: The undersigned. Brighton Point LLC. on Indiana Limited Liability Corporation. by Eric Stolberg. Henter, being the owner of the above described real estate. does herehy layoff, plat and subdivide the same into lots and streets in accordance with this plat. The within plat shall be known and designates as Brighton Point. Approved by the Board of Public Works of a reating heid: May 21, 2002 Trank N. Hristmatos. H.D. IN WITNESS WHEREOF. Brighton Point LLC. on Indiana Limited Liability Corporation-by Eric C. Stolberg. Wenter. has hereinto executed this <u>319</u> day of <u>Quint</u> All with the Number 1 L. Hiller Eric C. Stalberg. Member Brighton Point. LLC Beth Hall in Shorth President Approved by the City Plan Commission at $\alpha = 0.000$ heid: 2-5-01 STATE OF INDIANA 1551 From Munt COUNTY OF MONROE) Tom Micudo. Planning Director <u>UB</u>Studie W. E. Studie, Member Before me, a Notory Public in and for the State of Indiana and Manrae County, personally appeared Eric C. Stolberg, personally known to me to be Member of Brightan Point. LLC, an Indiana Limited Libbility Corporation, and being the ammer of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Erighton Point, Phase II as his voluntary act and deed for the uses and purposes therein expressed. WITNESS my hand and Notarial Seal this 300 day of Qual . 2002. My Commission Expires: 07-11-08. Ronda R. Brown, NOTARY PUBLIC a resident of Monroe County DULY ENTERED FOR TAXATION JUN 5 2002 Prime H chit Auditor Monroe County, Indiana



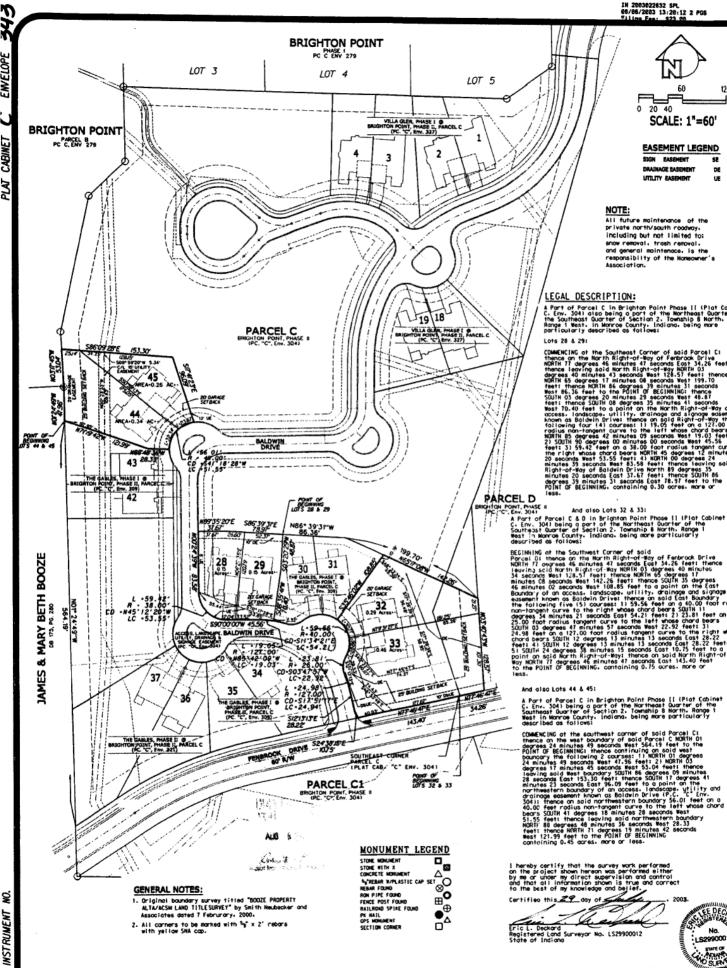
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THE GABLES, PHASE I AT BRIGHTON POINT, PHASE II, PARCEL C PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408



PLATCAB C EN 321 Jim Fielder Monroe County Recorder IN IN 200202022 SPL 11/21/2022 10:45:44 2 PGS Filing Fee: \$23.00 BRIGHTON AVENU LOT 1 LOT 3 LOT & LOT & LOT B EWELOPE 5 AR ABLES ASE ROJECT LOCATION THE VILLAS CABINET SABLES PHASE II PLAT SRIGHTON POINT Γ LOCATION MAP KEY MAP PLAN COMMISSION AND BOARD OF PUBLIC WORKS Under the outhority provided by Chopter 174, A is of 1947, enoted by the General Assembly of the State of indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approximity the City of Bloomington as follows: The real estate described on this plot shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions, dated __5-11-00, and recorded in Miscelleneous Record _2000007670 __, in the office of the Recorder of Marrise County, Indiana. The undersigned, Bright(r, Point LLC, an Indiana Limited Liability Corporation, by Eric Stolberg, Member, being the owner of the above described real estate, does hereby layoff, piat ond subdivide the same into lots and streats in accordance with this plat. The within plat shall be known and designated as The Gables, Phase II & Brighton Point, Phase III, Parcel C. Approved by the Board of Public Works at a meaning helds 11-19-02 Frank & fisomato of IN WITNESS WHEREOF, Brighton Point LLC, an Indiana Limited Liability Corporation-by Eric C. Stalberg. Member. Nas hereunto executed this ______dov of <u>Advisor ber</u> -2002. 2M2 allin wood a. Hellers Bath Eric C. Stolberg, Wember Brighton Point, LLC Approved by the City Plan Commission of a meeting perda STATE OF INDIANA 1551 Tom Micuda- Planning Director COUNTY OF MONROE + Before me, a Notory Public in and for the State of Indians and Nonroe County-personally appeared Eric C. Stolberg, personally known to me to be Member of Brighton Point, LLC, on Indiane Limited Libbility Corporation, and being the awner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as The Gables. Prose [] a Brighton Point, Phase [], porce] C as his voluntary act and deed for the uses and purposes threein expressed. WE Studie WITNESS my hand and Notarial Seal this _20** day of Aferrate and 2002. Hy Commission Expires: 07-11-08. Randa R. Brown, NOTARY PUBLIC a resident of Monroe County DULY ENTERED FOR TAXATION ねっていめ SEAI Rolman & Chit Monme County, Indiana Š **INST RUMENT** SN THE GABLES, PHASE II AT BRIGHTON POINT, PHASE II, PARCEL C JOB NO. 3136 PAGE 2 OF 2 PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408



A Part of Parcel C in Brighton Point Phase II (Plot Cabinet C. Env. 304) also being a part of the Morthwest Quarter of the Southeast Quarter of Section 2. Township & North. Range I West. In Morroe County. Indiana. being more particularly described as follows:

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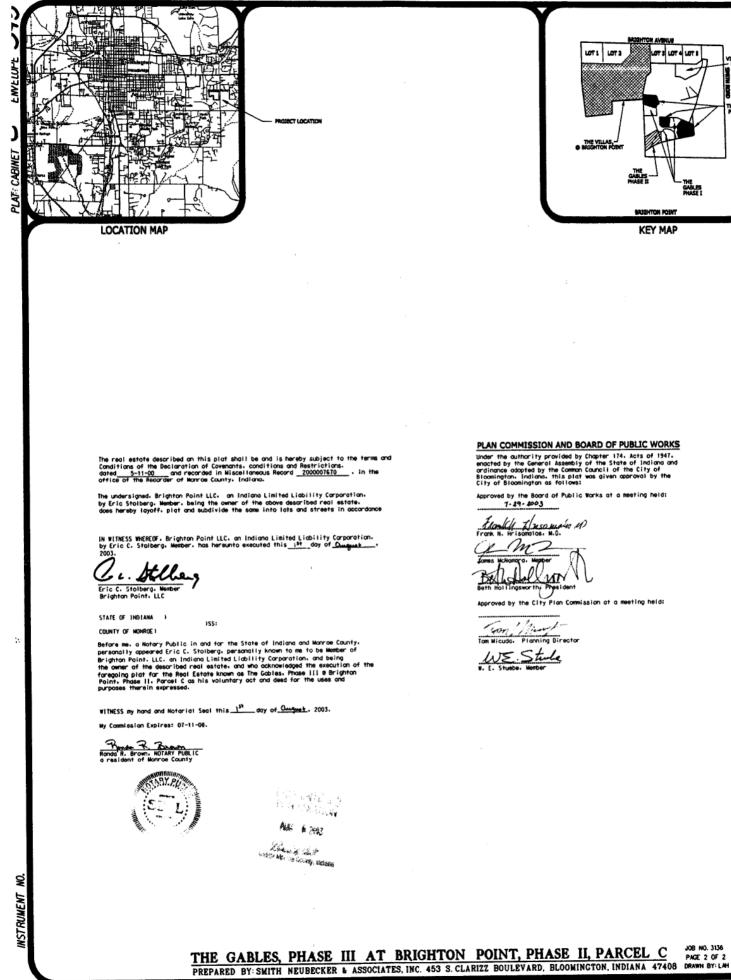
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hereby certify that the survey work performed the project shown hereon was performed either me or under my direct supervision and control d that all information shown is true and corre the best of my knowledge and belief...

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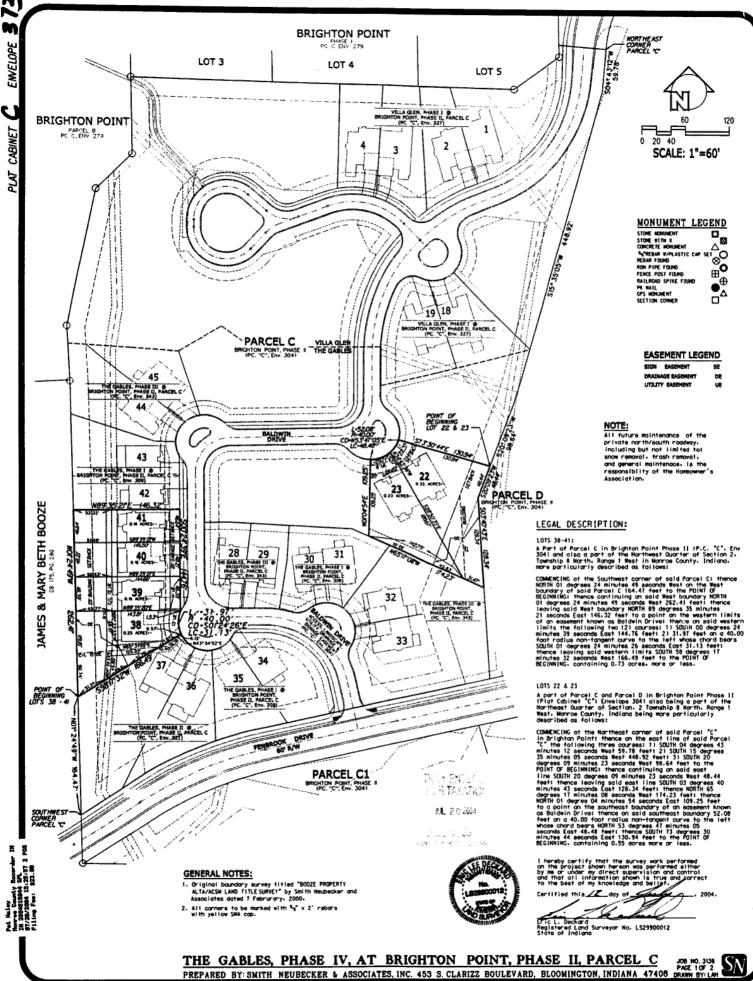
THE GABLES, PHASE III AT BRIGHTON POINT, PHASE II, PARCEL C INE GABLES, PHASE III AT BRIGHTON POINT, PHASE II, PARCEL C PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408 DRAWN BY: LAH

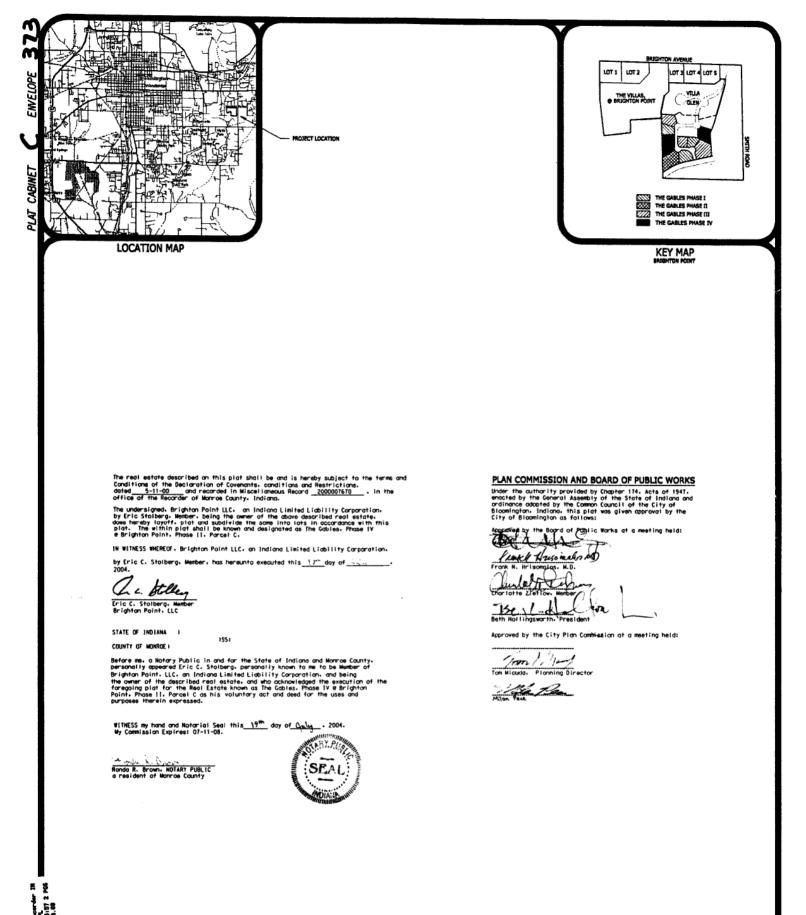


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THE GABLES PHASE ID

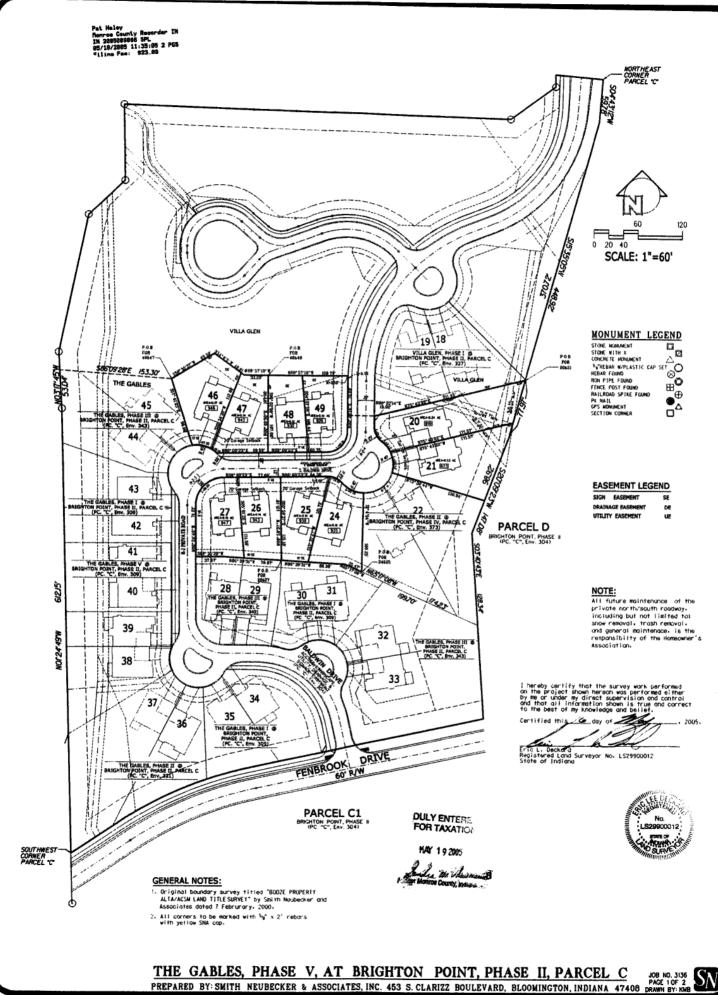




AT BRIGHTON POINT, PHASE II, PARCEL C CIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408 THE GABLES, PHASE IV PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408

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ENELUFE 9 PLAT CABINET

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mty Racorder IN 086 SPL 11:35:09 2 PGS : \$23.00



PROJECT LOCATION

LOCATION MAP

LEGAL DESCRIPTION FOR LOTS 24 & 25 @ THE GABLES+ PHASE V

A part of Parcel C in Brighton Point Phase I: (Plat Cabinet "C") Envelope 3041 also being a part of the North-ust Quarter of Section. 2 Township & North, Range 1 West, Norroe County- Indiana peing more particularly described as follows:

described as follows: marke county. Indian, peing more particularly consult CDABENCING at the Northeast corner of soid p.cel "C" in prighten point: there on the east line of soid Parcel "C" in following four "(4) for sets 1) SOUTH of degrees 31 minutes 12 seconds West "... 18 feets 2) SOUTH 15 roses: 1) SOUTH of degrees 35 minutes 31 seconds West "... 18 feets 2) SOUTH 20 degrees 39 mechanic 20 seconds West 147.08 feets 41 SOUTH 03 degrees 40 minutes 43 degrees 15 minutes 05 seconds West 117, 2011 was thine of soid parcel, NORTH 65 degrees 15 minutes 05 seconds West 117, 2011 was the soid parcel, NORTH 65 degrees 15 minutes 05 seconds West 117, 2011 was the soid parcel, NORTH 65 degrees 15 minutes 05 seconds West 117, 2011 was 16 seconds West 26, 61 Million thence NORTH 86 degrees 39 minutes 31 seconds West 10.18 feet to the south right-of-minutes 20 seconds 30 minutes 31 seconds West 110, 18 degrees 60 minutes 20 seconds West 115, 16 feet to the south right-of-minutes 21 2.30 feet theres 51.06 feet 0.00 minutes 12 seconds East 21.30 feet theres 60 transmit curve to the right, these chord bears 0.00 minutes 12 seconds East 21.30 feet seconds East 21.30 feet theres 51.20 feet 10 rodius forgement curve to the left whose chord bears SUIH 64 degrees 4 minutes 12 seconds East 32.77 feet 103.25 feet, to the POINT of BECINNING, wontaining 0.29 acres more or less.

LEGAL DESCRIPTION FOR LOTS 26 & 27 @ THE GABLES, PHASE V

A part of Parcel C. in Brighton Point Phase 1: Plat Cabinet "C": Envelope 304) also being a part of the Northaust Quarter of Section, 2 Township 8 North, Range I Mest, Marroe County, Indiana being more particularly described as follows:

described as follows: Desceeden of minder tenny mode porticitariy CDMENCINC at the Northeast corner of sqid Filler, and e porticitariy thence on the east line of sqid Porcel C filler following four (4) coursest 1) SQUIM 04 degrees 43 minutes 12 seconds West 5.78 feets 2) SQUIM 15 degrees 35 minutes 05 seconds West 48.92 feets 13 SQUIM 20 degrees 09 seconds foot 128.34 feet the feet 49 SQUIM 33 degrees 40 minutes 43 seconds foot 128.34 feet the fight 1990 of 1.005 filler 0100 in the foot officient 35 seconds West 65.36 feet to the POLINI-OF-BECINNING; Smale Porcel, NORTH 65 degrees 13 seconds West 65.36 feet to the POLINI-OF-BECINNING; Smale 20 SQUIM 65 SQUIM 89 degrees 35 minutes 31 seconds West 71.22 right officient of the cost right-off-wy of SQUIM Boldwin Drivet thence continuins, along sqid right-off-wy of SQUIM Boldwin Drivet these continuins, along sqid right-off-wy of SQUIM Boldwin Drivet theose continuins, along sqid right-off-wy of SQUIM Boldwin Drivet theose to the fight loaders NORTH 44 degrees 37 minutes 23 seconds East 115.16 feet to the Cost right-off-wy SQUIM 20 degrees 30 minutes 115.16 feet to the Cost right-off-wy SQUIM SQUIM SQUIM 20 seconds SQUIM 20 degrees 12 minutes 23 seconds East 115.16 feet to the COMIN-OF-BECINNING SQUIM 20 Seconds East 20 Seconds SQUIM 20 degrees 15 minutes 23 seconds East 115.16 feet to the COMIN-OF-BECINNING.

PLAN COMMISSION AND BOARD G. PUBLIC WORKS

Under the authority provided by Chapter 174. Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Camon Council of the City of Bloamington, Indiana, this plat was given approval by the City of Bloamington as follows:

Approved by the Board of Public Works of a meeting held: May 3, 2005

Approved by the City Plan Countission at a meeting held:

Toon 11/1-1 m Nicuda Planning Director WE Stucka

STATE OF INDIANA

COUNTY OF MONROE)

Before we, a Notary Public in and for the State of Indiana and Manroe County, personally appeared Eric C. Statery, personally known to we to be Member of Brighton Point LLC, on Indiana Limited Limbility Corporation, and being the owner of the described real estate, and who acknowledged the execution of the

WITNESS my hand and Notarial Seat this <u>16 th</u> day o<u>f May</u>. 2005. My Commission Expires: 07-11-08.

155:

Ander R. Brown, NOTARY PUBLIC a resident of Monroe County

VILLA GLEN GABLES SMITH ROAD KEY MAP

LEGAL DESCRIPTION FOR LOTS 46 AND 47 IN THE GABLES, PHASE V @

A part of Parces C in Brighton Point Phase II (Plat Cabinet "C", Env. 304) and also a part of the Northeast Quarter of Section 2, Township 8 North, Runge I West in Monroe County, Indiana, more particularly described as follows:

County, Indiana, more particularly described as follows: County, Indiana, more particularly described as follows: Comencilla of the southwest and the west boundary of sold Parcel °C's 612.15 feat: thence NGRTH 3 degrees 17 minutes 40 the west boundary of sold Parcel °C's 612.15 feat: thence minutes 28 seconds West 151.30 feat to the 2014-05 feat thence SUBTH 86 degrees 1 minutes 28 seconds West 151.30 feat to the 2014-05 feat to the north right-of-way South Botekin Drivet thence along soid right-of-way 36.49 feet along a 40.00 foor routins non-tangent our we to the right whose ford bears SUBTH 72 degrees 25 minutes 14 seconds East 35.23 feets thence confinuing along soid right-of-way MORTH 89 degrees 00 20 minutes 50 seconds cost 107.081 that degrees 06 minutes 17 minutes 10 seconds West 33.29 feet: thence NORTH 54 degrees 06 minutes 16 degrees 00 seconds West 32.29 feet: thence NORTH 54 degrees 06 feits degrees 55 minutes 16.49 feet seconds West 32.29 feet: thence NORTH 54 degrees 06 degrees 07 minutes 10 seconds West 32.29 feet: thence NORTH 54 degrees 06 feet degrees 07 minutes 16 seconds West 32.29 feet: thence NORTH 54 degrees 06 seconds West 63.59 feet to the POINT-0F BEGINNING, containing 0.31 ocres more or less.

LEGAL DESCRIPTION FOR LOTS 48 AND 49 IN THE GABLES, PHASE V

A cart of Parcel C in Brighton Point Phase [[(Plot Cabinet "c", Env. 304) and also a part of the Northeast Quarter of Section 2, Jownship & North, Range 1 West in Monroe County, Indiano, more particularly described as follows:

County. Indiano, more particularly described as follows: COMBERCING at the Southwest corner of said Parcel Ct thence NURTH 01 degree 24 Minutes 49 genes 17 will be to the west boundary of said Parcel C B12.15 feets them.e NDITH 3 degrees 17 minutes to accord to a control the south as the set of the south as the minutes 28 seconds west 153,30 seconds West 53,101 feets thence SUIH 86 degrees 3 minutes 28 seconds west 153,30 seconds Rest 53,29 feet and to the PDINI-GF-BECIMMINS, degrees 57 minutes 10 seconds East 33,29 feet and to the PDINI-GF-BECIMMINS, finance SUIH 85 degrees 06 minutes 05 seconds West 107.08 feet to the north right-of-way line to Bidwin Drivet thence along said right-of-way NRTH 84 degrees 00 minutes 23 seconds East 80.75 feet thence 31 feet along 0 28.00 feot redus tengent surve to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the control to the left whose chord bears NRTH 44 degrees 14 minutes 18 Peet to the peet 100 genes 100 minutes 10 seconds West 14 seconds to the right whose chord bears NRTH 1 degree 10 minutes 10 seconds Nest 108.79 feet to the POINT of -BEGINNING, containing 0.25 acres more or less.

LEGAL DESCRIPTION FOR LOTS 20 & 21 @ THE GABLES, PHASE V

A part of Parcel C in Brighton Point Phase 11 (Plat Cabinet "C": Envelope 304) also being a part of the Northeast Guarter of Section. 2 Township B North. Ronge 1 West. Manne County: Indiana being more particularly described as follows:

I West, Momroe County, Indiana being more particularly described as follows: COMENCING of the Northeast corner of siglig Parcel "C" in Brighton Points thence on the east line of soid Parcel "C" in Brighton Points thence on the east line of soid Parcel "C" in Brighton Points thence on the east line of soid Parcel "C" the Following How courses: 15 0011 15 degrees 35 continuing online soid and the soid of the State State State thence of the southern right-of-way of Boldwin Drivet thence ulong soid right-of-way NOSH 4 degrees 41 minutes 25 seconds West 150,011 Monor 24,55 test line WORTH 3 degrees 30 minutes with thence ulong soid right-of-way 24,55 test allorig a 40,00 foor fool soins ron-timpent surve to the test Monor 24,56 test allorig a 40,00 foor fool soins way to be the soid bears thence allow 24,55 test allorig a 40,00 foor fool soins allows to the test Most 26,00 fear allorig a 40,00 foor fool soins way to be the soid bears thence allorig a 40,00 foor fool soins allows to the test Most 26,00 fear foot fool soins to Seconds West 25,39 fear theore allorig a 40,00 foor fool soins allows the test allows the degrees 5 theore alloright a degrees 5 Most 26,00 fear to soint the Southern foot food to bears Most 26,00 fear foot food fear foot food to bears Most 26,00 fear foot food fear foot food to bears Most 26,00 fear est 25, minutes 14 seconds test 15,02 feart theore NON food bears MORTH 25,00 fear foot food fear food to the POINT-0F-BEGINNING, containing in all 0.41 areas more on tess.

The undersigned, Brighton Point LLC, an Indiana Limited Liability Corporation, by Eric Stolberg, Member, being the owner of the dover described real estate, does hereby layoff, plat and subdivide the same into lois in accordance with thi plat. The within plat shall be known and designated as The Gobles, Phase V this Brighton Point, Phase II, Parcel C.

IN WITNESS WHEREOF, Brighton Point LLC, on Indiana Limited Liability Corporation.

by Eric C. Stolberg, Member, has hereunto executed this 16th day of Mau

foregoing plat for the Real Estate known as The Cables. Phase V & Brighton Point, Phase II. Parcel E as his voluntary act and deed for the uses and perpheses therein expressed.

Eric C. Stolberg, Member Brighton Point, LLC

THE GABLES, PHASE V AT BRIGHTON POINT, PHASE II, PARCEL C PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 S. CLARIZZ BOULEVARD, BLOOMINGTON, INDIANA 47408

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SEAL



Amended and Restated

Declaration of Covenants, Conditions and Restrictions

of

The Gables at Brighton Point Homeowners Association, Inc.

EXHIBIT C

Additional Property/Legal Description of Parcels C and D



LEGAL DESCRIPTION FOR THE GABLES AT BRIGHTON POINT PHASE II, PARCEL C AND D JOB NUMBER 2912

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A part of Parcel C and D in Brighton Point, Phase II (Plat Cabinet C, Envelope 304) also being a part of the Northeast Quarter of the Southeast Quarter of Section 2, Township 8 North, Range 1 West in Monroe County, Indiana, and being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel C; thence on the west boundary of said Parcel C the following two (2) courses: 1) NORTH 01 degree 24 minute 49 seconds West 612.15 feet; 2) NORTH 03 degrees 17 minutes 45 seconds West 53.04 feet; thence leaving said west boundary SOUTH 86 degrees 09 minutes 28 seconds East 153.30 feet; thence NORTH 58 degrees 55 minutes 37 seconds East 68.58 feet; thence SOUTH 54 degrees 06 minutes 05 seconds East 49.91 feet; thence SOUTH 89 degrees 57 minutes 10 seconds East 179.11 feet to a point on the east boundary of an easement known as Baldwin Drive; thence on said east boundary the following two (2) courses: 1) 7.13 feet on a 213.00 foot radius nontangent curve to the left whose chord bears SOUTH 01 degree 20 minutes 49 seconds West 7.13 feet: 2) SOUTH 00 degrees 23 minutes 14 seconds West 47.89 feet; thence leaving said east boundary NORTH 75 degrees 43 minute 09 seconds East 211.45 feet to the boundary between Parcel C and D; thence on said boundary the following two (2) courses: 1) SOUTH 15 degrees 35 minutes 05 seconds West 78.22 feet; 2) SOUTH 20 degrees 09 minutes 23 seconds West 147.09 feet; thence leaving said boundary SOUTH 03 degrees 40 minutes 43 seconds East 256.91 feet to the north right of way of Fenbrook Drive; thence on said north boundary the following three (3) courses: 1) SOUTH 77 degrees 46 minutes 47 seconds West 322.62 feet; 2) 198.88 feet on a 535.55 foot radius tangent curve to the left whose chord bears SOUTH 67 degrees 08 minutes 28 seconds West 197.74 feet; 3) SOUTH 56 degrees 30 minutes 09 seconds West 77.68 feet to the POINT OF BEGINNING, containing 7.09 acres, more or less.

BYLAWS

THE GABLES AT BRIGHTON POINT HOMEOWNERS' ASSOCIATION, INC. AN INDIANA NONPROFIT CORPORATION

ARTICLE ONE

Identification and Applicability

Section 1.1 Identification and Adoption. The Declaration of Covenants, Conditions and Restrictions for The Gables at Brighton Point (hereinafter referred to as the "Declaration"), is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these Bylaws and reference is hereby made to the definitions in Section 1 of the Declaration. The provisions of these Bylaws shall apply to the Property and to the administration and conduct of the affairs of the Association. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Declaration.

Section 1.2 Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy any Lot or any part of the Real Estate, including any Additional Real Estate hereafter made subject to the Declaration as provided therein, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these Bylaws, as the same may be amended from time to time.

ARTICLE TWO

Meetings of Association

Section 2.1 Purpose of Meetings. After the application date, at least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses and Assessments, and for such other purposes as may be required by the Declaration and these Bylaws.

Section 2.2 Annual Meetings. After the Application Date, annual meetings shall be held during the month of November in each calendar year. At each annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.3 Special Meetings. A special meeting of the Members may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than twenty-five percent (25%) of the Class A and Class B membership votes. Any resolution or petition shall be presented to the President or Secretary of the Association and shall state the

purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.4 Notice and Place of Meetings. A meeting of the Members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose(s) for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Member and, if applicable, to any Mortgagee, not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.5 Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.6 Voting.

For the purposes of the conducting of meetings and voting at meetings, the Declarant shall be considered included within the term "Owner" for the purposes of these Bylaws. Voting rights shall be determined in accordance with the Declaration as follows:

<u>Class A.</u> Class "A" Members shall be Owners except Declarant and shall be entitled to one vote for each Lot owned. All persons holding an interest in any Lot shall be members provided, however, each Lot represented shall have only one vote as the Owners of such Lot may determine.

<u>Class B.</u> The Class "B" member shall be Declarant and Declarant shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and terminate upon the Applicable Date.

2.6.1. <u>Multiple Owner</u>. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. At the time of acquisition of title to be a Lot by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association a proxy appointing one of such persons or partners as the voting representative for such Lot which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or such appointment is otherwise rescinded by order of a court of competent jurisdiction, or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting(s) pursuant to paragraph 2.6.3 of this Section 2.6, which shall constitute relinquishment of his right to act as voting representative for the Lot.

2.6.2 <u>Voting by Corporation or Trust.</u> Where a corporation or trust is an Owner or otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

2.6.3 Proxy. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the meeting for which such proxy was granted. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

2.6.4 <u>Quorum</u>. Except where otherwise expressly provided in the Declaration or these Bylaws, the Owners representing fifty percent (50%) of each class of membership, taken together, shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these Bylaws, shall mean the Owners entitled to not less than fifty percent (50%) of the votes in accordance with the Declaration as such may be amended from time to time and shall <u>not</u> mean a majority of the persons or votes present or represented at such meeting.

2.6.5 <u>Conduct of Meeting.</u> The Chairman of the meeting shall be the President of the Association or his designee. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

<u>Reading of Minutes</u>. The Secretary shall distribute a copy of the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

<u>Treasurer's Report</u>. The Treasurer shall report to the Members concerning the financial condition of the Association and to answer relevant questions of the Members concerning the common expenses and financial report for the prior year and the proposed budget for the next calendar year.

Budget. The proposed budget for the next calendar year shall be presented to the Members for approval.

Election of Board of Directors. Nominations for the Board of Directors may be made by any Member from those persons who are eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Each Member may cast his vote for each of as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.

Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of

the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written requests may be waived at the meeting if all Members present at the meeting consent.

<u>Adjournment.</u> Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Members for the upcoming year.

ARTICLE THREE

Board of Directors

Section 3.1 Board of Directors.

3.1.1. The affairs of the Association shall be governed and managed by the Board of Directors. The initial Board of Directors shall be composed of three (3) persons.

3.1.2 The initial Board of three (3) Directors shall be selected by the Declarant and shall serve as the Board of Directors from the date upon which this Declaration is recorded in the Monroe County, Indiana, public records until the Applicable Date and the gualification of successor directors elected at a meeting of voting members.

3.1.3 This paragraph governs directors elected after the term of the initial Board of Directors has expired pursuant to 3.1.2. Directors shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. After the Applicable Date, the Board of Directors shall be comprised of five (5) persons and each Director shall hold office for a period of two (2) years or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified; provided, however, that in order to stagger the terms of the initial Board, two (2) Directors shall be elected for a one (1) year term, and three (3) Directors shall be elected for a two (2) year term, so that the terms of at least two (2) of the Directors shall expire annually. Each Director shall be one of the Owners and must be in compliance at the time of his election with all covenants, terms, conditions and obligations of these Bylaws and the Declaration. In the event an Owner is a corporation, partnership, trust or other legal entity, other than a natural person, or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors. Nothing herein contained shall be construed to prevent the election of a Director to succeed himself.

3.1.4 Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by majority vote of the remaining Members thereof, except that a vacant position of the Board last filled by a person

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appointed by the Declarant shall be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the Easement Area shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of Members of the Board shall constitute a quorum.

3.1.5 All meetings of the Board shall be open to attendance by any Lot Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the minutes.

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

Section 3.2 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

3.2.1 To employ a professional managing agent or real estate management company (either being hereinafter referred to a "Managing Agent") to assist the Board of Directors in performing its duties;

3.2.2 To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

3.2.3 To procure for the benefit of the Owners fire and extended coverage insurance covering all Buildings, to the full replacement value thereof and to procure public liability and property damage insurance, directors and officers liability insurance, worker's compensation insurance, and such other insurance as the Board of Directors may determine is necessary for the benefit of the Owners and the Association;

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

3.2.5 To include the costs of all of the above and foregoing as Common Expenses and assessments and to pay all of such costs therefrom;

3.2.6 To consent to amendment of the Declaration as therein provided;

3.2.7 To adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate or the Easement Areas;

3.2.8 To open and maintain a bank account or accounts in the name of the Association.

Section 3.3 Limitations on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000.00) without obtaining the prior approval of a majority of Owners, except in the following cases:

3.3.1 Contracts for replacing or restoring portions of the Easement Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

3.3.2 Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; or

3.3.3 Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.4 Compensation. No Directors shall receive any compensation for any service to the Association, except to such extent as a Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 3.5 Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meeting of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

A special meeting of the Board of Directors may be called by the President or any two members of the Board of Directors. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Directors. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as designated in the notice.

Section 3.6 Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.7 Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.8 Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.9 Additional Indemnity of Directors. The Association shall indemnify any person, his heirs, assigns, and legal representatives, made a part to any action, suit or proceeding by reason of the fact that the person is or was a Director of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by the Director in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding, if it shall be found by a majority of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that the Director failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.10 Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute a Common Expense.

Section 3.11 Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

ARTICLE FOUR

Officers

Section 4.1 Officers of the Association. The principal officers of the Association shall be the President, Vice President and Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. Every officer will serve for a term of one (1) year except an officer filling the vacancy created by resignation, death or removal of his successor in which case, the officer shall serve for the unexpired term of his successor.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmation vote of a two-thirds (2/3) majority of all members of the Board, any officer may be removed either with or without cause and the officer's successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3 The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, shall have and discharge all the general powers and duties usually vested in the office of the President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board of Directors may fromtime to time prescribe.

Section 4.4 The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these Bylaws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.5 The Secretary. The Secretary shall be elected from among the Board of Directors. The Secretary shall attend all meetings of the Association and of the Board of Directors and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provision of these Bylaws.

Section 4.6 The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association, and shall immediately deposit all funds of the Association in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.7 Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board of Directors may prescribe.

Section 4.8 Compensation. No officer shall receive compensation from the Association for acting as such.

ARTICLE FIVE

Control

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE SIX

Rules and Regulations

The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Real Estate, including but not limited to the use of the Easement Areas, as it may deem necessary from time to time. Such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Any rule or regulation promulgated by the Board of Directors may be enforced by the Board of Directors; however, if there is any dispute regarding the interpretation or enforcement of any rule or regulation, the provisions of Article 9, Alternative Dispute Resolution, shall apply.

ARTICLE SEVEN

Amendment to Bylaws

Prior to the Applicable Date, these Bylaws may be amended by a majority vote or by written consent of all initial directors. After the Applicable Date, these Bylaws may be amended by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote of the Owners in a duly constituted meeting called for such purpose.

ARTICLE EIGHT

Notices and Mortgagees

Section 8.1 Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the Mortgagee thereof shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and such name and address shall be maintained by the Secretary.

Section 8.2 Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

Section 8.3 Notice and Representative. Any and all Mortgagees shall receive notice of meetings of the Association and shall receive specific notice from the Association of the intention of the Association to amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Association; and any and all Mortgagees shall have the right to designate a representative to attend any meetings of the Association.

ARTICLE NINE

Alternative Dispute Resolution

Section 9.1 Disputes Subject to this Article. Owners' disputes shall be resolved in accordance with the provisions of this Article Nine if the dispute concerns any of the following (a) the interpretation of the Declaration, the Association's Articles of Incorporation or the Association's Bylaws; (b) the Developer's construction of the Property, the Developer's administration of the Association or the Developer's duties to the Owners; (c) the promulgation, application or enforcement of the Association's rules or regulations; (d) any dispute with an officer, director or Managing Agent of the Association regarding the performance of their respective duties; or, (e) any other matter with respect to the Property voluntarily submitted to the Association by all parties for resolution.

Section 9.2. Binding Effect. Each Owner, by accepting a deed a Lot, on behalf of the Owner and the Owner's family, invitees and contract purchasers agrees to be bound by the provisions of this Article.

Section 9.3. Description of Alternative Dispute Resolution Procedures. Any dispute that is subject to this Article must be submitted by the Owner to the Association in writing on a form provided by the Association. 9.3.1 <u>Mediation</u>. Mediation is a process by which a neutral third party, called a mediator, acts to encourage and assist in the resolution of a dispute between two (2) or more parties. Mediation is an informal and nonadversarial process and the objective is to help the disputing parties reach a mutually acceptable agreement between or among themselves on all or any part of the issues in dispute. Decision making authority rests with the parties, not the mediator. The mediator assists the parties in identifying issues, fostering joint problem-solving, exploring settlement alternatives, and in other ways consistent with these activities.

9.3.2 <u>Arbitration</u>. Arbitration is a process in which a neutral third person or a panel, called an arbitrator or an arbitration panel, considers the facts and arguments of the parties to the dispute and the arbitrator or arbitration panel renders a decision. Arbitration decisions rendered under this Article shall be binding on the Association, all Owners and all other parties.

Section 9.4 Procedure for Invoking Alternative Dispute Resolution Procedure. Within thirty (30) days after the Board or Managing Agent's receipt of the disputing party's written request for Dispute Resolution, the Board or the Managing Agent, if one is acting, will provide the disputing parties will a list of mediators trained in civil mediation and certified as mediators by the Indiana Commission for Continuing Legal Education. In the event a mediator is not selected by agreement of the dispute parties, the disputant who filed the request will strike first and each other party to the dispute will then, in turn, strike a mediator from the list. The mediator remaining after the striking process will be deemed the selected mediator. A person selected to serve as mediator may decline or refuse to serve as mediator for any reason and no mediator can have an interest in the outcome of the mediation. If the selected mediator chooses not to serve or the disputants mutually agree to replace the mediator, the selection process will be repeated.

<u>9.4.1</u> <u>Mediation Procedure</u>. The mediator selected as provided in this Article shall conduct the mediation in accordance with the Alternative Dispute Resolution Rule 2 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The Board or the Managing Agent will maintain copies of the applicable Rules at the Association's office and will supply copies of the Rules upon the written request of any disputant. Following the mediation session, the mediator must report to the Board or Managing Agent whether or not the mediation has been successful. If the dispute is resolved, written acknowledgment of resolution, signed by the parties, will serve as the mediator's report. If the mediation does not resolve the dispute, the mediator must report which issues are not resolved, in writing, and the mediator's report shall be submitted to an arbitrator for a decision. If any disputant refuses or fails to meet at the time set for the mediation, the mediation will be deemed to have failed and the dispute will be submitted for arbitration.

<u>9.4.2</u> <u>Binding Arbitration</u>. If the mediation fails, the parties to the dispute shall promptly submit the dispute to an arbitrator or arbitration panel for resolution. The decision of the arbitrator or the arbitration panel shall be binding on all parties to the dispute.

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An arbitrator or arbitration panel shall be selected and the arbitration proceedings shall be conducted in accordance with the Alternative Dispute Resolution Rule 3 of the Indiana Rules of Court, or any subsequent replacement or successor provisions. The mediator's report shall be submitted to the arbitrator or arbitration panel. The Managing Agent or Board will maintain copies of the applicable arbitration rules at the Association office and, upon written request, the Board or Managing Agent will provide the Owner with copies of the applicable Rules. The decision of the arbitrator or the arbitration panel, as the case may be, shall be binding on all parties and may be enforced by a court of competent jurisdiction.

<u>9.4.3</u> Costs and Expenses. The costs and expenses of the mediator, the arbitrators, the prevailing party's reasonable attorney fees and the Managing Agent's costs and expenses shall all be borne by the non-prevailing party unless the mediator or the arbitrator determine that the costs and expenses should be borne equally by all of the parties. An Owner who initiates the dispute resolution procedure set forth in this Section 9.4, shall deposit with the Association the sum of One Thousand Dollars (\$1,000.00) as security for any obligation of the Owner to pay costs, expenses and/or attorney fees in accordance with this Section 9.4. An additional sum of One Thousand Dollars (\$1,000.00) shall be deposited by the Owner with the Association if the mediation fails and the dispute resolution proceeds to arbitration in accordance with Section 9.4.2.

Section 9.5 Amendment or Repeal of Alternative Dispute Resolution Procedure. The provisions of this Article 9 may only be amended or repealed: (1) at a special meeting of the Owners called for that purpose; and, (2) by the affirmative vote of seventy-five percent (75%) of all of the Class A Owners and seventy-five percent (75%) of all of the Class B Owners (if any are then existing) entitled to vote.

Certified to be the Bylaws adopted by consent of the Directors of The Gables at Brighton Point Homeowners' Association, Inc., dated this <u>14440</u> day of <u>October</u>, 2002.

(Atolhena

Eric C. Stolberg, Secretary

522256 4

Amendment to The Gables at Brighton Point By-Laws:

a. The following restriction shall apply from the date of adoption to all units in the Gables at Brighton Point. Units presently rented may continue to be rented, but provisions d through n shall be applicable to all leases or renewal of leases, beginning the 13th day of November, 2006.

b. The number of rental units will be restricted to no more than three (3) at any one time.

c. Rented units will be allowed on a first-come, first-serve basis, up to the maximum number of three. Additional 'hardship' rented units maybe allowed at the discretion of the board of directors if the owner presents compelling evidence for their need to rent, and their intent is to return to their home after the rental period has passed.

Rental period shall not be for less than six (6) months.

e. Each owner will provide the lease for board approval in advance of renter occupancy, and the board reserves the right to require changes to the lease in matters potentially affecting common properties and/or issues potentially affecting other resident homeowners.

f. Except for units presently leased, owners must have physically lived in (not simply owned) their condominium for at least one year before they will be eligible to rent their unit.

g. Rental units will be to families, or single residents (no more than 3 unrelated adults) as prescribed by the rental provisions of the applicable city ordinances of Bloomington, Indiana.

Leases must be to individuals. No lease will be approved by the Board wherein the Lessee is a Corporation, Partnership, L.L.P., or L.L.C.

 All owners intending to rent their unit must, in advance, provide a valid City of Bloomington rental occupancy permit.

j. Renters will be subject to the same restrictions and rules as all homeowners and the renting owners will be responsible for informing their renters of such rules. (Here we will need to come up with a list.)

Renting owners will provide the board with a 24-hour contact number in the event of emergencies relative to their rented unit.

 Renting owners will provide a security deposit of \$1,000 to the homeowner association to cover the potential of repairs to damage to the common properties caused by their renters. The security fee, less appropriate deductions, will be returned to the homeowner upon termination of the lease.

m. The board reserves the right to bill the homeowner, or seek legal redress, for damage to the common properties done by their renter in excess of the mandatory \$1,000 security deposit.

n. If renters disturb the peace and tranquility of the Gables at Brighton Point, and a 'police call' is made to the residence, the homeowner/landlord is to personally address the issue with the renters. This will not be done through a rental management company, rather the owner himself (herself) must personally contact the renters and address the issue. If such disturbance occurs a second time, the board reserves the right to compel the homeowner/landlord to evict the tenants,

and all expenses related to any legal action and/or fees or penalties incurred because of early termination of the lease, will be borne by the homeowner. If the homeowner/landlord fails to evict the tenant, the Homeowners Association, after giving the homeowner/landlord a ten (10) day notice, may bring an eviction action. The homeowner/landlord acknowledges that any lease of their condominium involves a lease of common area facilities and improvements, and that the Homeowners Association is a proper party to an eviction and damage action.

Date Mark Braun. President

Amended by the members at the Annual Meeting of The Gables at Brighton Point Homeowners Association, on November 13, 2006.

12.8-06

State of Indiana)) SS:

County of Monroe)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 874 day of 886 2006, at which time Mark Braun and Maria McKinley, to me known to be President and Secretary of The Gables at Brighton Point Homeowners Association, Inc. and on behalf of said Homeowner's Association executed the foregoing Addition to The Gables of Brighton Point Homeowners Association By-Laws, this 874 day of 866 and 92006.

Notary Public

RENDA

Printed Name

County of Residence

My Commission Expires:

Shared Maintenance Area Agreement The Villa's at Brighton Point, The Villa Glen, The Gables at Brighton Point

- The Homeowners' Associations of The Villas, Villa Glen, and The Gables agree to enter into an arrangement that equally apportions the responsibility for decision-making, care, maintenance, and associated expense of the areas that are considered to be shared in our neighborhoods.
- 2. Specifically, the shared maintenance areas include:
 - a. The Brighton Point signage, plantings and irrigation, at the corner of Smith Rd and Brighton Ave – shared by Villa Glen, The Gables, and The Villas. Indicated as (a) on attached scanned aerial photo.
 - b. The chicanes at the intersection of Brighton Ave and S Baldwin Dr shared by Villa Glen, The Gables, and The Villas. Indicated as (b) on the attached aerial photo.
 - c. The waterfall at the intersection of E Villa Glen Ct and S Baldwin Dr shared by Villa Glen and The Gables. Indicated as (c) on the attached aerial photo.
 - d. The pond next to S Baldwin Dr shared by Villa Glen and The Gables. Indicated as (d) on the attached aerial photo.
 - e. The asphalt walkway connecting Villa Glen Ct and Fieldcrest Ct shared by Villa Glen and The Villas. Indicated as (e) on the attached aerial photo.

With the exception of the chicanes, these areas were originally deeded to and filed with the Monroe County Assessor as belonging to specific property owners in Villa Glen, The Villas, and The Gables. This agreement of the Homeowners' Association presidents to maintain these shared areas does not supersede the ownership rights and obligations of the deeded owners.

- Shared maintenance includes upkeep of lawn & shrubs, payment for any utilities used and replacement of planting, components or parts in these shared areas to maintain the high quality image of the Brighton Point condominium neighborhoods.
- 4. Annually, a budget for these common maintenance areas will be prepared and agreed upon by the associations which share maintenance responsibilities. It is agreed that three bids will be obtained for any contract work which exceeds the budgeted amount and which exceeds \$<u>\[]OOO.00</u>. It is further agreed that any capital expenditures and any expenditures which exceed the budget will be approved by all responsible parties unanimously. The management company will facilitate all correspondence.

1

Shared Maintenance Area Agreement The Villa's at Brighton Point. The Villa Glen. The Gables at Brighton Point

5. Payment of expenses for each common maintenance area will be shared as follows. When there are two associations involved, the spit will be 50/50. When there are three associations involved, the split will be 33/33/33.

Randall Marks, Villa Glen	HOA pres	ident Candrell C. Martin
	Date:	25 June 2010
Lee McKinley, The Gables	HOA pre	sident_Cybz
	Date:	6/22/10
Don Merk, The Villas HOA	president	Dw Muk
	Date:	6/29/10
STATE OF INDIANA)	SS:
COUNTY OF MONROE	ý	00.

Randall C. Marks personally appeared before me, a Notary Public, in and for said County and State on the 25th day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

Lee McKinley personally appeared before me, a Notary Public, in and for said County and State on the 22nd day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

Don Merk personally appeared before me, a Notary Public, in and for said County and State on the 29th day of June, 2010, and acknowledged the execution of the foregoing Shared Maintenance Area Agreement Contract between The Gables at Brighton Point, The Villa Glen at Brighton Point and The Villas at Brighton Point.

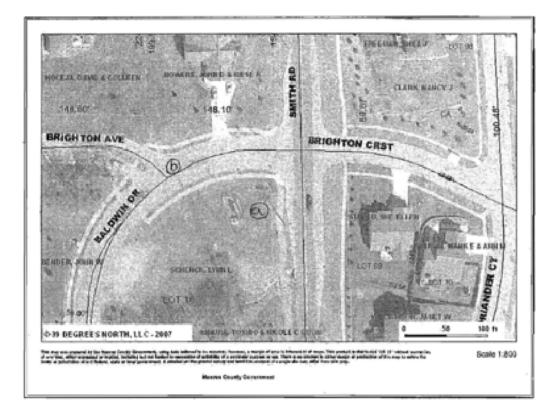
My Commission Expires: Eb 1,2016

County of Residence: Honroe

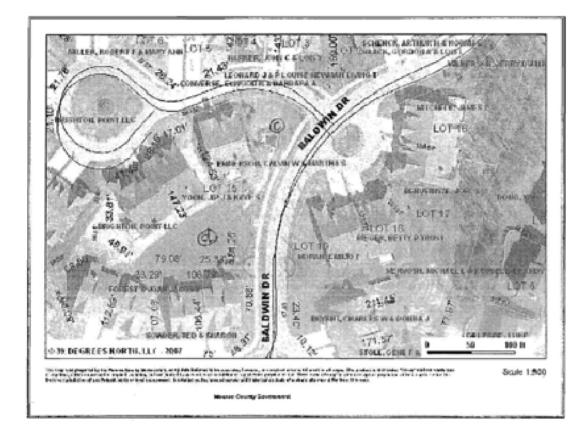
<u>Camela J. Cranda</u>ll Notary Public Pamele L. Crandell

2

Map Output



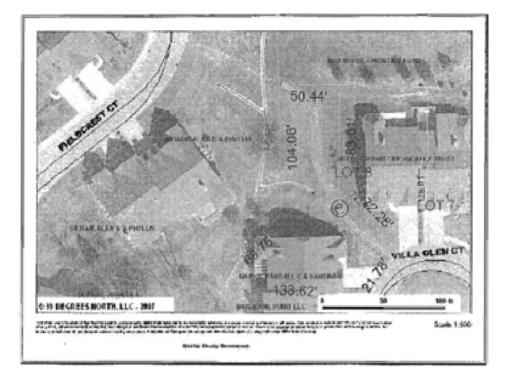
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Attachment 1

The Gables at Brighton Point Homeowners' Association Rules and Regulations

As revised 10/16/2024





The Gables at Brighton Point Homeowners Association Rules and Regulations

Introduction

In accordance with Section 11 of the Declaration of Covenants, Conditions, and Restrictions, and Article 3, Section 3.2 of the By-Laws of the Gables Homeowner's Association (HOA), the following Rules and Regulations governing our community have been developed.

The Rules and Regulations outlined in this booklet explain the policies and guidelines established by The Gables's HOA board to help protect and provide a peaceful environment for our community. It is the responsibility of the board of directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the HOA. Residents are encouraged to report any violations of these rules to the management company (contact information below).

Administration and Property Management

Mackie Properties has been employed by the board to manage day-to-day business operations of the HOA. All communications should be made through the management company by phone or via AppFolio (the online portal). Mackie Properties will work closely with the board to address delinquencies, maintenance requests, alteration requests and any homeowner issues.

All Maintenance Requests as well as Alteration Requests should be submitted initially through your AppFolio account by going to the following website: <u>cpw.appfolio.com/connect</u>.

Please Note: Owners may not modify the exterior of their units without submitting an Alteration Request via AppFolio and waiting for board approval of that request prior to beginning any work. This includes, but is not limited to, landscaping, fencing, exterior paint, screening in decks or patios, adding storm doors, or any other structural changes or additions. The board meets monthly and will review all requests that have been entered into AppFolio at that time. If you do not hear back on the resolution of your request within 30 days, please contact Mackie Properties.

Important contact information for Mackie Properties:

- Office Phone: (812) 287-8036
- Office Fax: (812) 287-8133
- Emergency Maintenance Line: (812) 320-4246
- Office Address: 1800 W 17th St, Suite A, Bloomington, IN 47404
- Office Hours: 9:00 AM-5:00 PM, Monday-Friday, with the exception of some holidays
- Maintenance/Administrative Inquiries may be made to Rachel Joseph, HOA & Maintenance Coordinator, (812) 287-8036, Ext. 13 or email her at rioseph@mackierentalproperties.com
- Financial inquiries may be made to Livia Villanueva, HOA Bookkeeper, (812) 287-8036, Ext. 19 or email her at <a href="https://www.livia.org/livi

Assessments

HOA monthly assessments are due on the 1st of each month and should be paid no later than the 15th of each month. A late fee equal to 10% of the amount due shall be assessed for each 30-day period in which the amount due remains unpaid. In addition, costs incurred by the Association to collect past due accounts will be charged back to the delinquent owner with interest in accordance with the Association's Declaration of Covenants, Conditions, and Restrictions.

Monthly Assessments may be paid through AppFolio or mailed to The Gables P.O. Box 6462, Bloomington, IN 47407. Please be sure to include in the memo field your unit number as well as the month and year that applies to your payment.

Condition and Appearance of Property

- Window air conditioners are not permitted unless specifically approved by the board.
- Barbecue grills, fire pits, and other cooking equipment should be confined to the patio or deck behind the home.
- Bicycles, toys, and other outdoor equipment may not be left on roadways.
- Clothes, sheets, blankets, towels, or laundry of any kind, or other articles hung out to dry shall not be exposed to the street.
- Construction dumpsters, trailers and other equipment may park in the owner's driveway for a period not to exceed two weeks. If an exception is needed, please submit a request to the property manager.
- Flammable, combustible or explosive fluid, material, chemical or substance should not be kept on the property except for normal household use.
- Lawns, driveways, walks, decks, and patios shall be kept free and clear of rubbish, debris, litter, and other objectionable matters.
- Owners are to provide for the care of their unit when absent. Emergency contact information should be left with the property manager as part of the Gable's Directory. In addition, it is the homeowner's responsibility to leave a key and/or passcode with a neighbor or another responsible person to check the home on a regular basis.
- Seasonal decorations, including decorative lights, are permitted on the facade of the units, providing this
 is done in a manner not to cause damage. Seasonal decorations should be removed within 30 days after
 the appropriate holiday. All decorations are subject to review by the board upon complaint of any Unit
 Owner. The Association has the right to require any owner to remove any decorations upon written
 notification to that effect.

Exterior Maintenance, Improvements, and Modifications

 <u>Additions</u>, <u>Alterations</u>, <u>or Improvements</u>: No Unit Owner shall make any structural addition, alteration, or improvement to any building, nor shall he/she/they paint or change the appearance of any portion of the exterior of any building without prior written consent of the HOA Board, except as provided for in these Rules and Regulations.

- The cost of any damage caused to exterior buildings covered by the Association as the result of a homeowner's modifications or improvements will be charged to that homeowner.
- <u>Decks and patios</u> are the responsibility of the homeowner. It's important to keep decks well sealed and stained to prevent water damage. Water incursion will eventually cause rot and/or warping, which can lead to unsafe structural conditions and tripping hazards, as well as an unsightly appearance. Inspect your deck carefully every year and follow-up with necessary repairs. Also, be sure to fix ripped screens on your enclosed decks in a timely fashion.
- <u>Decorative hangings and planters.</u> Homeowners will not place anything on the exterior of buildings which will damage the vinyl or brick siding. Any damage to the exterior will be charged to the homeowner.
- Doors (includes garage, entry, and storm doors). All exterior doors are the responsibility of the homeowner. Entry doors and garage doors are painted by the Association at the same time the rest of your home is painted. You are responsible for maintenance and/or replacement of all exterior doors and associated hardware, as well as the garage door opener if needed. New doors must be consistent with the rest of the neighborhood and approved by the board prior to installation. Storm doors purchased by homeowners must be full view and beige (as close to the trim color as possible).
- <u>Fences</u> are the responsibility of the homeowner. Keeping fences in good repair is essential for maintaining safety and ensuring an attractive community. Replace rotten boards as needed and use only the authorized paint or stain colors. New fences must be approved by the board prior to installation.
- <u>Gutters</u> are cleaned by the Association annually. It's important to attend to gutters that are not draining properly as this can damage foundations, patios, porches, and even the walls of your home. Be alert and notify the property manager if you notice water pouring over the edge of your gutters. If you notice water pooling where the gutter goes into the ground, it could be that your gutter drains are clogged. If your gutter drainpipe is clogged, it is the homeowner's responsibility to repair or replace it as needed to protect your home. You may call the property manager for vendor recommendations to clean out clogged drains or repair replace them as necessary.
- Lighting. Homeowners will be responsible for maintaining and replacing exterior light fixtures. All replacement fixtures must be black metal and glass. It is strongly recommended that replacement fixtures have sensors with dusk to dawn capability. It is highly desirable to keep our street illuminated at night for security purposes. If you don't have new light fixtures that can come on automatically at night, you can buy dusk to dawn lightbulbs which use very little power to operate. Installation of any other exterior lights must be approved by the board.
- <u>Painting</u>. The Association paints homes approximately every 7 to 10 years on a rotational basis. Exterior doors and trim touch ups may be completed by the homeowner, if desired, prior to regularly scheduled painting by the Association. However, an alteration request must be submitted to the board for approval, and you must use only the approved Gables' exterior paint colors. Paint color codes are available from the property manager or through Sherwin Williams paint store located at 10th and the Bypass here in Bloomington.
- <u>Pest Control</u> is the responsibility of the homeowner. Whether you are concerned about termites or carpenter ants eating away at your home, bats in the attic or pesky varmints getting into your duct work, you need to contact one of the many pest control companies in the area, before the damage becomes severe. In fact, many companies will do a free termite inspection. Preventative inspections can save you thousands of dollars.

- <u>Power Washing</u> is a homeowner's responsibility and should be done at least every 2-3 years. Mold can cause damage to siding and trim if not addressed. It is also unsightly both on your house and on driveways, porches, and walks, making your home appear old and tired and impacting the property values of our entire neighborhood. There are many companies in Bloomington who provide this service at very economical rates. Call the property manager if you need a recommendation.
- <u>Solar Panels</u> are the responsibility of the homeowner and requires a two-step approval process before they can be installed:

Step 1

- The homeowner must provide a site plan of the proposed solar energy system to be installed to include the following information:
 - The property boundaries.
 - A description of the dwelling unit.
 - The color of the solar energy system; and
 - Any screening used in connection with the solar energy system if the installation of the solar energy system is proposed in a location other than on the roof of the homeowner's dwelling unit.
 - The name of the vendor and installer of the solar energy system; and
 - If requested, the plans and specifications of the solar energy system.
- The solar energy system:
 - must be installed on the back side of the unit away from any visibility from the street.
 - must be approved by the HOA's roofing contractor to assure the warranty of the shingles is still valid.

Step 2

- The HOA board will gather signatures from the residents equal to at least whichever is LESS of these two numbers:
 - The number of signatures necessary to change the covenants or other governing documents of the homeowner's association, OR
 - 65% of the members of the homeowner's association.
- <u>Windows and Window Screens</u> are the responsibility of the homeowner. Repairs and/or replacements are at the homeowner's expense. Only windows consistent with the color and style of the rest of the neighborhood and approved by the board may be installed. Caulking gaps around your windows can save you considerably on heating and air conditioning. Also, it is your responsibility to repair ripped window screens.
- Responsibilities for maintenance is provided in detail in Enclosure (1)

Insurance

The Association's insurance policy provides coverage on the buildings including footings and foundations in the event of natural disaster. In addition, buildings shall include without limitation, all mechanical

components, framing, exterior wall board, siding, soffit, fascia, roof deck, roof shingles, decks, exterior lights and guttering as set forth by the Declaration of Covenants, Conditions and Restrictions of the Association. The association insurance is intended to cover the bare walls out, leaving the unit owner responsible for the bare walls in and all modifications to the original design for the unit. Insurance is not part of your monthly dues, but rather is collected annually during the month of October as a separate assessment made out to the Gables HOA.

- Each owner shall be solely responsible for obtaining insurance, at his own expense, for coverage of his
 personal property, the contents of the unit, and for personal liability. Your coverage should also include
 foundations, interior improvements, finishes, betterments, and permanent additions of the unit including
 without limitation: interior drywall and wallboards, ceilings, fixtures, countertops, cabinets, flooring,
 floorcoverings, wall finishes (paint, wallpaper, paneling), fireplace(s), appliances.
- Enclosure (2) provides a list of items that are covered by the HOA's insurance policy vs. the Homeowner's insurance policy.

Lawn and Landscaping

- The Association provides lawn mowing, lawn treatments (fertilization, weed control, grub control), lawn
 aeration and overseeding, street side tree and bush trimming, mulching front and street side beds, leaf
 removal, and insecticides.
- Homeowners are responsible for watering the lawns and plantings around their units, including common areas adjacent to their property to help maintain a lush lawn and healthy plants. Homeowners are responsible for removal and replacement of dead bushes and trees on their property. If the homeowner fails to properly care for their lawn and landscaping, the Association may take the necessary corrective measures at the owner's expense.
- All plantings, except annuals, require the advance approval of the Board.
- Foundation plantings in the front and street side beds of any unit shall not be planted more than 6 feet from the foundation unless authorized by the board. In no case should beds be planted in the yard area.
- Planters, hanging baskets and flowerboxes must be only on the front steps, porches, patios, either side of the garage door, or on decks. Empty containers or containers with dead plants must be removed from the premises or stored indoors.

Motor Vehicle

- Motor Vehicles shall be parked in the homeowner's garage or driveway area.
- No unregistered or inoperable vehicles shall be moved onto or kept on the driveway or street.
- Temporary parking is available on the street for homeowners and their guests. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveways, or other common or private areas.
- Trailers, boats, and RVs may not be permanently stored or parked at the homeowner's unit except when necessary for loading or unloading when leaving or returning from vacation. In no case shall parking exceed 3 days.

• Vehicles in violation of this section may be towed at owner's expense.

Pets

- All pets allowed outside must be on a leash and under the supervision and control of the owner.
- Owners are to clean up immediately after their pets.
- Damage caused by pets is to be repaired or replaced by the pet owner.

Signs

- The Gables complies with state law SEA64. Political signs endorsing a candidate may be placed only in the yard of the owner's unit up to 30 days before and 5 days after an election. Political signs may not exceed two signs per unit and are limited to 30 inches by 24 inches in size.
- Standard size real estate signs are permitted and must be placed only in the yard of the unit while the property is actively listed for sale.
- Security signs may be placed in the mulched bed area of unit or placement of small window sticker is permitted.
- All other signs must be approved by the board prior to placement.

Snow Removal and Ice Treatment

- The Association will provide snow removal after the accumulation of two inches or more from roads, driveways, front porch, and walks. Ice will be treated with appropriate chemicals as needed.
- If an owner parks a vehicle in the driveway during the contractor's snow removal efforts, the owner will be responsible for clearing their own driveway.
- If the owner's vehicle is parked on the street during the snow removal efforts, the homeowners will be responsible for clearing the immediate area of the parked vehicle.

Quiet Time

 Please respect your neighbor's quiet enjoyment of their property. Any noise that may be heard outside your unit must be discontinued between the hours of 11:00p and 8:00am.

<u>Enforcement of Rules and Regulations</u>. The board after a Notice and Hearing may fine violators \$25.00 per day from the date of notification until it is corrected.

The Gables Summary of Maintenance Responsibilities

Respo	nsibility	Element
HOA	Owner	Element
		A/C compressor
		Alarm Systems
		Appliances and equipment
		Attic (interior)
		Beams (decorative)
		Bathroom fixtures
		Brick Facades (exterior)
		Built-in bar, bookcases, and cabinets)
		Bulkheads (kitchen, bath)
		Cabinets (kitchen, bath)
•		Chimney cap (exterior)
		Chimney cleaning and repair (interior)
		Concrete pad (patio, porch floor)
		Counter tops (kitchen, bath, & laundry)
		Decks
		Doors and door frames (exterior & interior
		including garage door)
		Downspout
		Downspout Drainpipe (buried)
		Draperies, shades, and hardware
		Driveway
		Driveway re-sealing/coating
		Drywall Interior Damage from Roof
		Leak
		Drywall Interior Damage from Other
		Ductwork (A/C, heating)
		Electrical outlets
		Fans (ceiling, exhaust)
		Faucets (exterior, interior)
		Fireplace, fireplace enclosure
		Floor (slab, sub-floor)
		Flooring (Carpet, tile, vinyl and wood)
		Flue (internal chimney)
		Foundation (slab or crawlspace)
		Furnace (unit, ductwork, vent)
		Gable Vents
		Garage Door
		Garage Door opener and seals
ļ		Garage Door Track and Springs
		Gas Logs
ļ		Gas Pipes
		Gutters
		Gutter cleaning
		HVAC includes electrical and plumbing
	-	connections Irrigation system
		Irrigation system
		Insulation (attic and walls)
		Joists (interior ceiling, floor)

Resp	onsibility	
HOA	Owner	Element
		Landscaping (Owner's yard)
		Landscaping (Common Areas
		including medians between driveways)
		Lawn mowing and treatments
		Lawn aeration
		Lighting fixtures (exterior & interior)
•		Mulch (common area, front and
		streetside yards)
_		Outlets (electrical) Painting (exterior includes doors)
		Patio
		Patio enclosure
	•	
		Plumbing (water, gas, sewer line) Pond
		Porch posts and railings
		Power washing (siding, driveways,
		porches, and walks)
		Railings (interior)
	-	Privacy fence
-		Roofs
		Screens (enclosed decks and windows)
		Sewer lateral to main line
		Siding (vinyl)
		Sidewalk (to front door)
		Sidewalk (public)
		Skylights
		Snow Removal (street, driveways,
		porch, and walks)
		Soffit (exterior)
		Stairs (attic-access, interior)
		Steps, stoops (exterior)
		Stone (exterior)
		Storm door
		Studs (exterior)
		Studs (interior)
		Sub-floor
		Thermostat
		Trim (exterior)
		Trimming (trees and shrubs street side and common areas.
		Underground utilities
		Vent (dryer, water heater, furnace)
	-	Water damage (interior)
		Water heater & water pipes
		Water Spickets
		Water Spickets Weather-stripping (including
	-	Garage Door)
		Windows
	-	Window sash
		Window treatment
		Wiring (electrical, cable, internet)
	-	, i ing (circuiteai, cabie, inter net)

The Gables Insurance Coverage

Respo	nsibility	Element
HOA	Owner	
Limited		A/C compressor
		Alarm Systems
		Appliances and equipment
		Attic (interior)
		Beams (decorative)
		Bathroom fixtures
		Brick Facades (exterior)
		Built-in bar, bookcases, and cabinets)
		Bulkheads (kitchen, bath)
		Cabinets (kitchen, bath)
		Chimney, chimney cap
		Concrete pad (patio, porch floor)
		Counter tops (kitchen, bath, & laundry)
		Decks
		Doors and door frames (exterior including
		garage door)
		Doors and door frames (interior)
		Downspout
		Downspout Drainpipe (buried)
		Draperies, shades, and hardware
		Driveway
Limited		Drywall
Limited		Ductwork (A/C, heating)
		Electrical outlets
		Fans (ceiling, exhaust)
		Faucets (exterior, interior)
Limited		Fireplace, fireplace enclosure
		Floor and sub-floor
		Flooring (Carpet, tile, vinyl and wood)
		Flue (internal chimney)
		Footings & Foundation (slab or
		crawlspace)
Limited		Furnace (unit, ductwork, vent)
		Gable Vents
		Garage Door
		Garage Door opener and seals
		Garage Door Track and Springs
		Gas Logs
		Gas Pipes from meter to home
		Gutters
		Gutter cleaning
		HVAC includes electrical and plumbing
		connections

Responsibility HOA Owner		Element
		Irrigation System
		- ·
Limited		Insulation Attic and Walls
	•	Joists (interior ceiling and floor)
Limited		Landscaping
		Lighting fixtures (exterior)
		Lighting fixtures (interior)
		Painting (exterior includes doors)
		Painting (interior)
		Patio
		Patio enclosure
		Personal property
Limited	•	Plumbing within unit (roughed in)
Limited		Plumbing from meter
•		Porch posts and railings
		Railings (interior)
		Privacy fence
		Roofs
		Screens (enclosed decks and
		windows)
		Sewer lateral to main line
		Siding (vinyl)
		Sidewalk (to front door)
		Sidewalk (public)
		Skylights
		Soffit (exterior)
Limited		Stairs (attic-access, interior)
		Steps, stoops (exterior)
		Stone (exterior)
		Storm door
		Studs (exterior)
		Studs (interior)
		Sub-floor
		Thermostat
		Trim (exterior)
•		Underground utilities
-		Vent (dryer, water heater, furnace)
_ Limited		Water heater & water pipes
u		Water Spickets
	-	Windows
-		Windows Window frames
=		Window treatment
		Wiring (electrical, cable, internet)
	-	", it mig (circuiteal, capie, inter net)