

**Code of By-Laws Of  
Saint Remy Homeowners' Association, Inc.**

**Article 1**

**Identification and Applicability**

**Section 1.1. Identification and Adoption.** These By-Laws are adopted simultaneously with the execution of a certain Declaration to which these By-Laws are attached and made a part, thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Section 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to Saint Remy and the administration and conduct of the affairs of the Association.

**Section 1.2. Individual Application.** All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy any Lot or any part of the Phase I Real Estate or Additional Real Estate annexed to the Declaration as provided therein, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these By-Laws.

**ARTICLE 2**

**Meetings of Association**

**Section 2.1. Purpose of Meetings.** At least annually, and at such other times as may be necessary, the meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the payment of Common Expenses and collection of regular assessments, and for such other purposes as may be required by the Declaration and these By-Laws.

**Section 2.2. Annual Meeting.** The annual meeting of the members of the Association shall be held on the second Tuesday of October in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

**Section 2.3. Special Meetings.** A special meeting of the members of the Association 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 (if any) membership votes. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is 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.** All meetings 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 and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association 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 mailed or delivered to the Owners at their address as it appears upon the records of the Association and to the Mortgagee at the address as it appears on 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 By-Laws, 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 conducting and voting at meetings, the Declarant shall be considered included within the term "Owner" for the purposes of these By-Laws. Voting rights shall be determined in accordance with the Declaration as follows:

Members shall be all Owners 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.

**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 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 person or partner as the voting representative for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, such appointment is rescinded by an 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 or meetings pursuant to paragraph 2.6.3 of this Section 2.6, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

**2.6.2. Voting by Corporation or Trust.** Where a corporation or trust is a Owner or is otherwise entitled to vote, the trustee 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. Proxies.** 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 conveyance by the member of his Lot; or, upon receipt of notice by the Secretary, or the Board of Directors of the death or judicially declared incompetence of a member; or, upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

**2.6.4. Quorum.** Except as otherwise expressly provided in the Declaration or these By-Laws, 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 By-Laws, shall mean the Owners entitled to not less than fifty-one percent (51%) of the votes in accordance with the Declaration as such may be amended from time to time.

**2.6.5. Conduct of Meeting.** The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

**Reading of the Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

**Treasurer's Report.** The Treasurer shall report to the members concerning the financial condition of the Association and answer relevant questions of the members concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

**Budget.** The proposed budget for the current calendar year shall be presented to the members for approval or amendment.

**Election of the Board of Directors.** Nominations for the Board of Directors may be made by any member from those persons 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 date of the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each member may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. All voting for election of the members of the Board of Directors shall be conducted by secret ballot.

**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 request may be waived at the meeting if agreed by a majority of the vote.

**Adjournment.**

### **ARTICLE 3** **Board of Directors**

#### **Section 3.1. Board of Directors.**

3.1.1. The business and property of the Association shall be managed and directed by the Board of Directors composed of three (3) persons, or by such Committees as the Board may establish pursuant to the By-Laws.

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

3.1.3. This paragraph governs directors elected after the term of 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. The size of the Board of Directors shall be three (3) but may be increases or decreased from time to time upon the affirmative vote of seventy five percent (75%) of all owners provided that the Board of Directors shall never be less

than three (3) nor more than five (5). Each Director shall hold office for a period of two (2) years or until his death, resignation, retirement, removal, disqualification, or his successor is appointed or elected and qualified. However, in order to have continuity with over-lapping terms, one Director's term in the first year after applicable date shall be for one (1) year only. Thereafter, all terms shall be for two (2) years. Each Director shall be one of the Owners; provided, however, that 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 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 Common 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 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 maybe taken without a meeting, if a written consent to such action is signed by all members of the Board 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 reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

3.2.1. to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board 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 the Common Area, to the full replacement value thereof and to procure public liability and property damage insurance, Directors and officers liability insurance, Workmen'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, accountants 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 such costs therefrom;

3.2.6. to consent to amendment to the Declaration as therein provided:

3.2.7. to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of Saint Remy or the Common Areas;

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

**Section 3.3. Limitation 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 \$5,000.00 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 Common Areas 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.

**Section 3.4. Compensation.** No Directors shall receive any compensation for any service rendered to the Association except to such extent as he may be reimbursed for actual expenses incurred in the performance of his 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 meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. 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 Board members. 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 and at such time within Monroe County, Indiana, as shall be designated in the notice.

**Section 3.6. Waiver of Notice.** Before any meeting of the Board, 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, 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 By-Laws. 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 he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him 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 he 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 adequate fidelity 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 4**  
**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. 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 until removed or until a successor is elected.

**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 affirmative 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 his 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. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of 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 may from time to time prescribe.

4.3.1 At the annual organizational meeting of the Board of Directors following the elections of officers the president shall appoint an Insurance committee, consisting of the Board Vice President and one individual homeowner whose duties shall include ensuring compliance by individual homeowners with insurance coverage requirement as set forth in Article 9.

**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 By-Laws 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 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 the 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 By-Laws.

**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. He 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. He shall immediately deposit all funds of the Association coming into his hands 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 officer whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

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

**ARTICLE 5**  
**Assessments**

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

**Section 5.1. Annual Accounting.** Annually after the close of each calendar year of the Association and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Owner a financial statement, which statement shall show all receipts and expenses received, incurred or paid during the preceding calendar year.

**Section 5.2. 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 Common Expenses for the ensuing year and furnish a copy of such 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, and if so adopted 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); provided, 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 furnish a copy thereof to the Owner shall not constitute a waiver or release of the Owner to pay the Common Expenses.

**Section 5.3. Regular Assessments.** The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing 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. The Regular Assessment against each Lot 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 Board of Directors as directed by the Board of Directors; provided, however, that any Owner may elect to pay Regular Assessments in advance. The Regular Assessment for each year shall become a lien on each separate Lot as of the date of the adoption of the annual budget.

**Section 5.4. Special Assessments.** In addition to the Regular Assessments authorized above, the Association may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto; and,

(2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that no Special Assessments shall be levied without the assent of a majority of the Owners at a meeting duly called for this purpose. Each Owner shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided divided by the total number of Lots in Saint Remy. The Association 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.

**Section 5.5. Adjustments.** In the event that the approved budget and Regular Assessments plus the reserves and working capital of the Association provide insufficient 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 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 returned to the Owners proportionately as the Board of Directors shall elect.

**Section 5.6. Temporary Budget and Assessments.** If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any such 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 in accordance with the Declaration and the By-Laws; provided, however, that said 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.

**Section 5.7. Reserve Funds.** The Association shall be obligated to establish a reserve fund for the repair of the Common Area based upon good faith estimates of the useful life and replacement cost of such Common Area made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Common Expenses and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied therefor. All amounts held by the Association pursuant to this Section 5.7 shall be maintained in a federally-insured, account and any interest thereon shall be added to and deemed a part of such fund.

**Section 5.8. Status of Funds Collected by Association.** All funds collected pursuant to this Section 5 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 or Special Assessments, shall be deemed to be held for the use, benefit and account of the Owners for the payment of Common Expenses.

**Section 5.9. 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. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area to the extent such capital expenditures and replacement and repair is the obligation of the Association, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area. Such replacement reserve fund for capital expenditures and repair of the Common Area shall be maintained by the Association in a separate, federally insured interest-bearing account or accounts selected from time to time by the Board of Directors.

**Section 5.10. Collection of Assessments.** Each Regular Assessment shall be due and payable on the first day of the month, and shall be paid in twelve monthly installments. Any Regular or Special Assessment which is not paid in full by the Delinquency Date, the tenth (10<sup>th</sup>) of the month, shall be deemed delinquent without further notice or demand of the defaulting Owner. The Homeowners' Association shall impose a late fee on the delinquent Regular Assessments paid after the last day of the month which said Regular Assessments became delinquent. The late fee shall be ten percent (10%) of the delinquent Regular Assessment due. If the Regular Assessment continues to be delinquent after the last day of the next following month, another late fee of ten percent (10%) will be charged on the previous delinquent Regular Assessment plus an additional late fee of ten percent (10%) for the present month delinquent Regular Assessment. This formula for late fees for delinquent payment of Regular Assessments will be used for each following delinquent monthly payment. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any 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 eighteen percent (18%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot as of the date on which such delinquent Assessment first became a lien. In the event that 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 the 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 Home shall be jointly and severally liable for the payment to the Association of reasonable rental for such Home and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Home and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. 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.

**Section 5.11. Subordination of Assessment Lien to Mortgage.** Notwithstanding anything contained in the Declaration, the Articles of Incorporation of the Association or these By-Laws, any sale or transfer of a Lot or Home 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; provided, however, that the extinguishment of such lien cannot relieve the prior Owner from personal liability therefor.

## **ARTICLE 6**

### **Rules and Regulations**

**Section 6.1. Right of Board to Adopt Rules and Regulations.** The Board of Directors may promulgate such additional rules and regulations regarding the operation of Saint Remy, including but not limited to the use of the Common Areas, as it may deem necessary from time to time and 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.

## **ARTICLE 7**

### **Amendment to By-Laws**

**Section 7.1.** Prior to the Applicable Date, these By-Laws may be amended by majority vote or by written consent of all initial directors. After the Applicable Date, these By-Laws 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. Provided, however, that no amendment to these By-Laws which materially impairs the right of any mortgagee or any party holding, insuring or guaranteeing any mortgage on all or any portion of Saint Remy may be made unless the Mortgagees consent in writing to the amendments.

## **ARTICLE 8**

### **Mortgages**

**Section 8.1. Notice to Association.** Any Owner who places a first mortgage lien upon his Lot or the mortgagee being the holder of any such first mortgage lien, 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 and any notice required to be given to any Owner pursuant to the terms of the Declaration or these By-Laws shall be given in the same manner and in the same effect to such mortgagee.

**Section 8.2. Notice of Unpaid Assessments.** The Association shall, upon request 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. Any mortgages 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, By-Laws, 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 9**

### **INSURANCE**

**Section 9.1. Minimum Requirements for Association Insurance.** The Association shall as a minimum obtain and carry a policy of property insurance in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land) of the common facilities owned by the Association, 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, such insurance to protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.

9.1.1. Such insurance coverage for each original unit shall include: footings and foundations, chimney, roof decks and shingles, windows and exterior doors, guttering and soffit, fascia, exterior wallboard, siding and exterior brick/stone, framing, sub flooring, original decks and patio slabs, common area fences, retaining

walls and mailboxes. This coverage is intended to include the bare exterior walls out of the original construction, thus leaving the owner the responsibility for the bare walls in and all modifications to the original design for the unit.

9.1.2. Owners will be billed annually for the premium based on the appraised value of each home.

9.1.3. Saint Remy Homeowners' Association shall be responsible for payment of the deductible on insurance carried by it when the damage is to property that is the Association's responsibility. However, in cases where the Board determines that the owner was responsible for the loss, the owner shall deposit with the Board as insurance trustee the amount of the deductible.

9.1.4. All proceeds payable as a result of casualty losses covered by insurance purchased by the Board shall be paid to the Board and the Board shall act as an insurance trustee. The Board shall obtain and post bond for the faithful performance of its duties as insurance trustee. The sole duty of the insurance trustee shall be to receive the proceeds as they are paid and to hold the proceeds in trust for the benefit of the homeowners and their respective mortgagees.

The Board retains the right to adjust with the insurance company the proceeds payable under policies purchased by the Board.

The owner shall have the right to select the contractor or contractors subject to Board approval. Owner's selection of a contractor shall be submitted to the Board in writing together with a projected timetable for work to be completed which shall also require Board approval.

In no such event shall any distribution of proceeds be made by the Board to a homeowner where there is mortgagee endorsement on the certificate of insurance. In such an event, the distribution of proceeds shall be to the homeowner and mortgagee jointly.

In the event of damage to or destruction of any home by fire or other disaster, the Board shall arrange for its prompt repair and restoration using the proceeds of insurance. The Board shall disburse the proceeds of its insurance policies to the contractors engaged in such repair and restoration, or as the Board otherwise deems appropriate to assume reconstruction.

**Section 9.2.** The individual owner shall purchase and maintain condominium homeowner insurance or any equivalent to protect the homeowner against personal liability and loss or casualty of personal property and improvements to the interior of each home as set forth above. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board. If a casualty loss is sustained and there is a reduction in the amount of the proceeds otherwise payable on the insurance purchased by the Board due to proration of insurance purchased by the homeowner, the homeowner shall assign to the Board the proceeds of the insurance purchased by him to the extent of the reduction. All policies purchased by the homeowner which give the carrier the right to elect to restore damage in lieu of a cash settlement shall provide that such option shall not be exercisable by the carrier without the approval the Board.

9.2.1.

I. St. Remy Homeowners Association will obtain casualty and earthquake insurance coverage for the following:

- a. Footings
- b. Foundations
- c. Exterior wall and load bearing walls
- d. Interior stud walls and framing, except those located in the basement
- e. Interior perimeter support walls and beams
- f. Exterior siding
- g. Windows and doors
- h. Garage doors
- i. Roofs
- j. Porches, decks and patios (screened and glassed areas included)
- k. Fireplaces, except inserts
- l. Electrical service to the meter
- m. Plumbing to the inside of the exterior wall

II. The individual homeowner will obtain casualty and earthquake insurance coverage for the following:

- a. Earthquake coverage for any item not listed above in Paragraph I
- b. Plumbing from the inside of the exterior wall
- c. Electrical from the meter in
- d. Duct work
- e. Insulation
- f. Floor coverings
- g. Dry wall
- h. Dry wall covering such as painting, wallpaper, tile, decoration and trim
- i. Light fixtures
- j. Appliances
- k. Interior doors and trim
- l. Plumbing fixtures
- m. Heating, cooling, filtering units, ceiling and exhaust fans
- n. Window treatments
- o. Cabinets including but not limited to kitchen and bathroom cabinets, built-in bookcases and TV enclosures
- p. Owners' furnishings and personal property

Note: The above list is demonstrative and shall not be considered as limited to the specific items denoted.

9.2.2. The homeowners will determine the level of coverage and deductibility for their individual policies. The level of coverage, excluding personal property and personal liability, shall be subject to Board approval. The Board will not approve coverage of less than 100% of replacement value. The owner shall furnish the Insurance Committee with proof of insurance in complying with this provision (refer to Section 4.3.1.)

In the event a damaged or destroyed home is not insured or in the event the insurance proceeds are insufficient to pay the full cost of repair or reconstruction, uninsured repair or reconstruction cost shall be paid by the homeowners directly affected by the damage.

If any one or more of the homeowners directly affected by the damage or destruction shall refuse to make payments, the Board and the other homeowners directly affected shall be entitled to enforce such payment by any legal means.

**Section 9.3. Public Liability Insurance.** The Board shall purchase and maintain insurance to protect against any and all liability or casualty which might accrue to the real property in the Saint Remy Homeowners Association, the homeowners, the Corporation, and Board of Directors. The limits of such insurance will be not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to 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. The cost of such insurance shall be billed equally to each individual owner apart from the owner assessment.

**Section 9.4. Minimum Bonding Requirement.** The Association shall be required to maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

9.4.1. all such fidelity bonds shall name the Association as an obligee; and

9.4.2. such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves, unless a greater amount is required by FNMA; and

9.4.3. 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; and

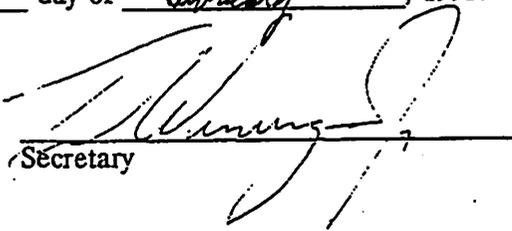
9.4.4. such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment or premium) without at least 30 days prior written notice.

Section 9.5. Director and Officer's Insurance. The Association shall carry Director and Officers liability insurance in order to protect it from many causes of action resulting from the actions or inactions of the Board.

Section 9.6. Workmen's Compensation Insurance. The Association shall carry Workmen's Compensation insurance if and to the extent necessary to meet the requirements of law.

Section 9.7. Additional Insurance. The Association shall carry any additional insurance as the Board of Directors may determine or the Declaration may require.

Certified to be the By-Laws adopted by consent of the Directors of Saint Rémy Homeowner's Association, Inc. dated this 1<sup>st</sup> day of February, 1993.

  
Secretary

File 224 202

SAINT REMY HOMEOWNERS' ASSOCIATION, INC.

Date: Nov. 3, 2003

By Harry H. Hardy  
Harry H. Hardy, President

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF MONROE )

SUBSCRIBED AND SWORN to before me, a Notary Public, this 3<sup>rd</sup> day of  
NOVEMBER, 2003

By Brenda R. Lewis  
Brenda R. Lewis, Notary Public

My Commission Expires: 6/11/08

**Amendment to the St. Remy By-Laws as approved at the Annual Meeting held on  
November 10, 2009**

Section 9.2.2. Remove the last Sentence of this section, which states, "The owner shall furnish the Insurance Committee with proof of insurance in complying with this provision (refer to section 4.3.1)"

copy read.

**Roof Replacement Project  
And  
Action to Suspend the Declarations of Covenants, Conditions and Restrictions of  
Saint Remy**

It is the desire of the members of the Saint Remy Homeowners' Association to approve the Seven Year Roof Replacement Plan ("The Plan") and suspend the Declarations of Covenants, Conditions and Restrictions of Saint Remy for the purpose of assessing members for the cost of the roof replacement for twenty-six (26) units ("The Action"). While the bylaws provide for all expenditures to be divided evenly between the units, The Action suspends those requirements and accepts the following conditions:

224/157 MI

The Saint Remy Homeowner's Association (HOA) has insufficient reserves to fully fund roof replacement of 26 units. The Plan calls for the HOA to contribute an inflation adjusted amount of \$6,000 toward the cost of replacement, with the balance of the cost being borne by the homeowner at the time of replacement. For example, the contractor estimate of the cost to replace a duplex roof, this year, is approximately \$22,000, or \$11,000 per unit. Consequently, the contribution of each owner in a duplex would be approximately \$5,000. The owner contribution would be higher for standalone units depending upon the size and complexity of the roof. A preliminary estimate for replacing the roof of one of the three smaller standalone units is approximately \$12,000, which would imply an owner contribution of approximately \$6,000. A preliminary estimate for replacing one of the large standalone units is approximately \$19,000, which would imply an owner contribution of approximately \$13,000.

The Board of Directors (BOD) would assign the sequence of replacement within the 7 years based on their assessment of risk arising from the contractor's evaluation, which would be adjusted by annual interior inspections. Homeowners may accelerate replacement of their roof ahead of the established schedule, but the HOA would only be able to distribute their contribution in accord with the schedule. Homeowners may also apply to the BOD to delay replacement of their roof, which permission would not be unreasonably denied.

Homeowners of the two units affected by the 2007 fire, whose roofs have already been replaced in accord with the same standards recommended by the proposed contractor, would not be eligible for the \$6,000 contribution from the HOA. Nor would they be required to make a contribution for roof replacement, other than through their normal monthly assessment. However, they would each be required to contribute a sum of \$415 in 2008 that will compensate the HOA for self-insuring the shortfall in their insurance warranty in comparison to the proposed contractor warranty.

The Plan assumes a 7 year timeline while retaining the existing \$240 regular monthly assessment. The Plan is intended to maintain sufficient reserves to meet the other known commitments of the HOA, but does not exclude the possibility of an increase in the monthly assessment in response to possible increases in costs other than roofing. The financial presentation materials are attached.

The Action only applies to The Plan and not to other expenditure by the HOA. The Action requires one hundred percent (100%) approval by all members of the association.

In the event that the Plan does not receive unanimous approval, the BOD will continue with the existing inspect and repair program. In view of the exhaustive consultation that has already taken place, the BOD does not anticipate presenting any alternative roof replacement plan within the foreseeable future.

The following homeowners approve The Plan and The Action by affixing their signatures:

Thomas Childes and Sue Childes  
2800 Saint Remy Circle  
Bloomington, IN 47401

Thomas Childes  
Signature

7-14-08  
Dated

Michael H. Key  
Witness

7/14/08  
Dated

David Welch and Peggy Welch  
2802 Saint Remy Circle  
Bloomington, IN 47401

David & Peggy Welch  
Signature

7/8/08  
Dated

Michael H. Key  
Witness

7/8/08  
Dated

Robert Welty and Carol Welty  
2803 Saint Remy Circle  
Bloomington, IN 47401

Robert E. Welty  
Signature

7-10-2008  
Dated

Michael H. Key  
Witness

10 July 2008  
Dated

Ingelore Welch  
2804 Saint Remy Circle  
Bloomington, IN 47401

Ingelore H. Welch

Signature

David L. Welch

Witness

7/8/2008

Dated

7/8/08

Dated

Robert Wylie and Nancy Wylie  
2806 Saint Remy Circle  
Bloomington, IN 47401

Robert N. Wylie and

Signature

Michelle K.

Witness

7/15/08

Dated

7/15/08

Dated

Harry Hardy and Ruth Hardy  
2807 Saint Remy Circle  
Bloomington, IN 47401

Harry Hardy

Signature

Michelle K.

Witness

7/11/08

Dated

7/11/08

Dated

Gunther Rodatz and Doris Rodatz  
2808 Saint Remy Circle  
Bloomington, IN 47401

Gunther Rodatz

Signature

Michelle K.

Witness

10 July 08

Dated

10 July 08

Dated

Nancy Laughlin  
2809 Saint Remy Circle  
Bloomington, IN 47401

Nancy Laughlin  
Signature

7/12/08  
Dated

Michael W. Kays  
Witness

7/12/08  
Dated

David Tabereaux  
2810 Saint Remy Circle  
Bloomington, IN 47401

David K. Tabereaux  
Signature

7-17-08  
Dated

A. Thomas Childs  
Witness

7-17-08  
Dated

Thomas Balbier, Jr. and Rosemary Balbier  
2811 Saint Remy Circle  
Bloomington, IN 47401

Thomas Balbier Jr  
Signature

7/11/2008  
Dated

Michael W. Kays  
Witness

7/11/2008  
Dated

Mitzi Lewison  
2812 Saint Remy Circle  
Bloomington, IN 47401

Mitzi Lewison  
Signature

7/12/2008  
Dated

Michael W. Kays  
Witness

7/12/2008  
Dated

Maryann Wampler  
2813 Saint Remy Circle  
Bloomington, IN 47401

Maryann Wampler  
Signature  
Michael H. Key  
Witness

7-11-08  
Dated  
7-11-08  
Dated

Larissa Malopinsky  
2814 Saint Remy Circle  
Bloomington, IN 47401

L Malopinsky  
Signature  
Michael H. Key  
Witness

07/10/08  
Dated  
July 10, '08  
Dated

Sheldon Stryker and Alyce Stryker  
3710 Saint Remy Drive  
Bloomington, IN 47401

Sheldon Stryker  
Signature  
Michael H. Key  
Witness

7/13/08  
Dated  
7/13/08  
Dated

Dean Cofield and Sharon Cofield  
3712 Saint Remy Drive  
Bloomington, IN 47401

Dean Cofield  
Signature  
Michael H. Key  
Witness

7-13-08  
Dated  
7/13/08  
Dated

Sharran Thompson  
3801 Saint Remy Drive  
Bloomington, IN 47401

Sharran Thompson  
Signature

6/28/08  
Dated

Michelle W. Key  
Witness

6/28/08.  
Dated

James Ruckriegle and Karen Ruckriegle  
3803 Saint Remy Drive  
Bloomington, IN 47401

James Ruckriegle  
Signature

7/15/08  
Dated

Michelle W. Key  
Witness

7/15/08  
Dated

Thomas Black and Janet Black  
3805 Saint Remy Drive  
Bloomington, IN 47401

Janet Black  
Signature

7-12-2008  
Dated

Michelle W. Key  
Witness

7-12-08  
Dated

Margaret Bachman  
3807 Saint Remy Drive  
Bloomington, IN 47401

Margaret Bachman  
Signature

7-9-08  
Dated

Michelle W. Key  
Witness

July 9, 08  
Dated

Violette Verdy  
3809 Saint Remy Drive  
Bloomington, IN 47401

Violette Verdy  
Signature

Michael W. Kemp  
Witness

July 14<sup>th</sup> 2008  
Dated

7/14/08  
Dated

Charles Diasparra and Dorothy Diasparra  
3810 Saint Remy Drive  
Bloomington, IN 47401

Charles Diasparra  
Signature

Michael W. Kemp  
Witness

July 14, 2008  
Dated

July 14, 2008  
Dated

Michael Hayes Kemp and Mai Lin Kemp  
3812 Saint Remy Drive  
Bloomington, IN 47401

Michael W. Kemp  
Signature

Suzanne Spick  
Witness

July 10, 2008  
Dated

July 10, 2008  
Dated

Oliver Rogers and Norma Rogers  
3814 Saint Remy Drive  
Bloomington, IN 47401

Oliver E. Rogers  
Signature

Michael W. Kemp  
Witness

July 14, 2008  
Dated

July 14, 2008  
Dated

William Shick and Suzanne Shick  
3816 Saint Remy Drive  
Bloomington, IN 47401

*William Shick*  
Signature

7-8-08

Dated

*Michelle W. Key*  
Witness

7-8-08

Dated

Dale Nelson and Cynthia Nelson  
3818 Saint Remy Drive  
Bloomington, IN 47401

*Cynthia W. Nelson*  
Signature

July 8, 2008

Dated

*Michelle W. Key*  
Witness

July 8, 2008

Dated

Carl Sims and Marybelle Sims  
3820 Saint Remy Drive  
Bloomington, IN 47401

*Carl Sims*  
Signature

7-22-08

Dated

*Barbara Sims*  
Witness

7-22-08

Dated

David Greene and Barbara Bealer  
3822 Saint Remy Drive  
Bloomington, IN 47401

*David E. Greene*  
Signature

7-22-08

Dated

*Michelle W. Key*  
Witness

7/22/08

Dated

Richard Dimarchi and Susan Dimarchi  
3824 Saint Remy Drive  
Bloomington, IN 47401

[Signature]  
Signature

7-13-08  
Dated

[Signature]  
Witness

7/13/08  
Dated

Attached are the signatures of all 28 homeowners in the Saint Remy Homeowner's Association authorizing the Seven Year Roof Replacement Plan and suspending the Declarations of Covenants, Conditions, Conditions and Restrictions for the specific purpose of assessing members for the cost of the Plan.

Secretary, St. Remy Homeowner's Association

STATE OF INDIANA  
COUNTY OF MONROE

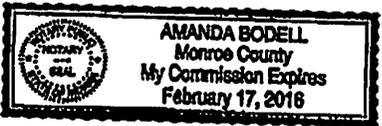
This instrument was prepared by MICHAEL H. KEMP

Subscribed and sworn to before me by Mitzi A. Lewison on this 14th day of August 2008

[Signature]  
Signature

[Signature]  
Notary Public

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.



[Signature]  
Name

**AMENDMENT TO THE CODE OF BY-LAWS OF  
SAINT REMY HOMEOWNERS' ASSOCIATION, INC.**

This AMENDMENT TO THE CODE OF BY-LAWS OF SAINT REMY HOMEOWNERS' ASSOCIATION, INC. (this "Amendment") is made as of the 23rd day of October, 2017 by Saint Remy Homeowners' Association, Inc., an Indiana nonprofit corporation (the "Association"), in accordance with the terms and provisions of the Code of By-Laws of Saint Remy Homeowners' Association, Inc. (the "By-Laws").

WHEREAS, pursuant to Article 7 of the By-Laws, the By-Laws may be amended by a vote of not less than 66 2/3 percent of the votes of the Owners (as defined in the By-Laws); and

WHEREAS, pursuant to the signature pages attached hereto, 66 2/3 percent of the Owners voted to amend the By-Laws as set forth herein.

NOW, THEREFORE, the Association hereby amends the By-Laws as follows:

1. Addition of Section 3.1.7. Section 3.1.7 is hereby added to the By-Laws as a new Section to read as follows:

"3.1.7. In addition to the Directors elected pursuant to Section 3.1.3 above, two (2) alternate directors ("Alternate Directors") shall be elected in the same manner and subject to the same terms and conditions set forth in Section 3.1.3. In the event a Director is unable to attend a meeting of the Board, such Director shall appoint one of the Alternate Directors to act in his or her place at such meeting, whose attendance shall count toward satisfaction of the quorum requirement for such meeting. An Alternate Director so acting shall have all of the rights and powers the absent Director would otherwise have at such meeting, including, without limitation, the right to vote on matters before the Board. Notwithstanding anything herein to the contrary, no meeting shall take place at which only Alternate Directors are present. Vacancies among the Alternate Directors shall be filled in the same manner provided herein for filling vacancies in the Board."

2. Incorporation. This Amendment shall be incorporated into and made a part of the By-Laws, and all provisions of the By-Laws not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

SAINT REMY HOME OWNERS ASSOCIATION, INC., an Indiana nonprofit corporation.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

SAINT REMY HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation

By:

Donald R. Hossler

Donald R. Hossler, President

By:

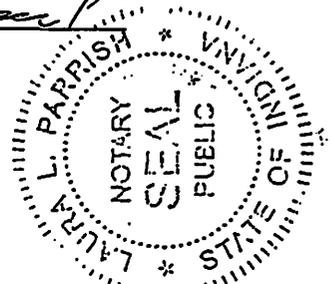
David J. Emmert

David J. Emmert, Secretary

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )



Before me, a Notary Public in and for said County and State, personally appeared Donald R. Hossler, the President of Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 23<sup>rd</sup> day of October, 2017.

Laura Parrish

Notary Public

Laura Parrish

Printed

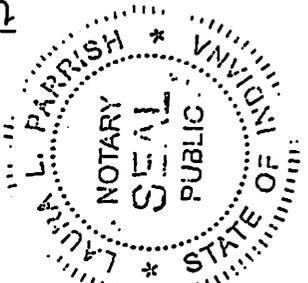
My Commission Expires: 1-29-23

My County of Residence: Monroe

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )



Before me, a Notary Public in and for said County and State, personally appeared David J. Emmert, the Secretary of Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 23<sup>rd</sup> day of October, 2017.

Laura Parrish

Notary Public

Laura Parrish

Printed

My Commission Expires: 1-29-23

My County of Residence: Monroe

I 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. /s/ William E. Young II.

This Instrument prepared by: William E. Young II, BUNGER & ROBERTSON, 226 S. College Avenue, P.O. Box 910, Bloomington, Indiana 47402

**AMENDMENT TO THE CODE OF BY-LAWS OF SAINT REMY HOMEOWNERS' ASSOCIATION, INC.**

This AMENDMENT TO THE CODE OF BY-LAWS OF SAINT REMY HOMEOWNERS' ASSOCIATION, INC. (this "Amendment") is made as of the 16th day of November, 2017 by Saint Remy Homeowners' Association, Inc., an Indiana nonprofit corporation (the "Association"), in accordance with the terms and provisions of the Code of By-Laws of Saint Remy Homeowners' Association, Inc. (the "By-Laws").

WHEREAS, pursuant to Article 7 of the By-Laws, the By-Laws may be amended by a vote of not less than 66 2/3 percent of the votes of the Owners.(as defined in the By-Laws); and

WHEREAS, 88 percent of the Owners at the Association's Annual Meeting on November 16, 2017, by a vote of twenty-two (22) in favor and three (3) opposed, decided to amend the By-Laws related to electronic delivery of notices, as set forth herein.

NOW, THEREFORE, the Association hereby amends the By-Laws to read as follows:

1. Amendment of Section 2.4. Section 2.4 of the By-Laws is hereby amended to read as follows:

**"Section 2.4. Notice and Place of Meetings.** All meetings 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 and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association 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 mailed or delivered to the Owners at their address, including electronic address, as it appears upon the records of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting."

2. Amendment of Section 3.5. Section 3.5 of the By-Laws is hereby amended to read as follows:

**"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 meetings of the Board to each Director personally or by electronic or United States mail at the address as it appears upon the records of the Association at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written, including electronic, notice thereof to the Secretary who shall either personally or by electronic or United States mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. 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 and at such time within Monroe County, Indiana, as shall be designated in the notice."

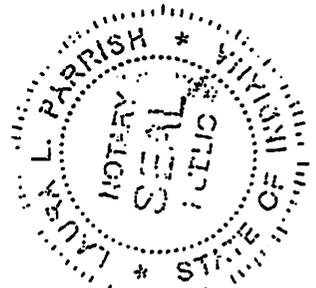
2. Incorporation. This Amendment shall be incorporated into and made a part of the By-Laws, and all provisions of the By-Laws not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

SAINT REMY HOMEOWNERS' ASSOCIATION, INC.

By: Don Hossler  
Don Hossler.  
President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )



Before me, a Notary Public in and for said County and State, personally appeared Don Hossler, the President of Saint Remy Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and notarial seal this 17<sup>th</sup> day of December, 2017.

Laura Parrish  
Notary Public  
Laura Parrish  
Printed

My Commission Expires: 1-29-23  
My County of Residence: \_\_\_\_\_

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]  
Name



**THIRD AMENDMENT TO THE  
CODE OF BY-LAWS OF  
SAINT REMY HOMEOWNERS' ASSOCIATION, INC.**

This THIRD AMENDMENT TO THE CODE OF BY-LAWS OF SAINT REMY HOMEOWNERS' ASSOCIATION, INC. (this "Amendment") is made as of the 13<sup>th</sup> day of September, 2018 by Saint Remy Homeowners' Association, Inc., an Indiana nonprofit corporation (the "Association"), in accordance with the terms and provisions of the Code of By-Laws of Saint Remy Homeowners' Association, Inc., as amended (the "By-Laws").

WHEREAS, pursuant to Article 7 of the By-Laws, the By-Laws may be amended by a vote of not less than sixty-six and two-thirds percent (66  $\frac{2}{3}$ %) of the votes of the Owners (as defined in the By-Laws) in a duly constituted meeting called for such purpose; and

WHEREAS, at least sixty-six and two-thirds percent (66  $\frac{2}{3}$ %) of the Owners present at a special meeting of the members of the Association held on September 13, 2018, voted to amend the By-Laws as set forth herein.

NOW, THEREFORE, the Association hereby amends the By-Laws as follows:

1. Amendment of Section 3.1.5. Section 3.1.5 is hereby deleted in its entirety and the following substituted in lieu thereof:

"3.1.5. All meetings of the Board shall be open to attendance by any Owner, except that the Board may meet in private to discuss delinquent assessments. The Board may also meet in private with legal counsel to discuss the initiation of litigation, or to discuss litigation that either is pending or has been threatened specifically in writing. As used herein, the term "litigation" shall include any judicial action or administrative law proceeding under state or federal law."

2. Amendment of Section 3.3. Section 3.3 is hereby amended to delete "\$5,000.00" and to substitute "\$10,000.00" in lieu thereof.

3. Incorporation. This Amendment shall be incorporated into and made a part of the By-Laws, and all provisions of the By-Laws not expressly modified or amended hereby shall remain in full force and effect.

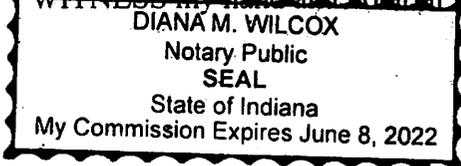
IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

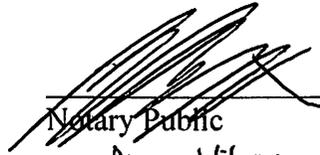
SAINT REMY HOMEOWNERS'  
ASSOCIATION, INC.

By: Donald Hossler  
Donald Hossler, President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public in and for said County and State, personally appeared Donald Hossler, the President of Saint Remy Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and notarial seal this 26th day of Sept., 2018.  


  
\_\_\_\_\_  
Notary Public  
Diana Wilcox  
\_\_\_\_\_  
Printed

My Commission Expires: June 8, 2022  
My County of Residence: Monroe

I 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. /s/ William E. Young II.

This instrument was prepared by: William E. Young II, BUNGER & ROBERTSON, 226 S. College Avenue, PO Box 910, Bloomington, IN 47402.

# **Rules and Regulations**

## VILLAGE OF SAINT REMY RULES AND REGULATIONS

### *Preamble*

The Saint Remy Homeowners' Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations") which may be amended, revoked or altered from time to time by action of the Board. These Regulations supplement and do not replace the covenant, restrictions and easements contained in the Saint Remy Declaration of Covenants, Conditions and Restrictions.

As used in these Regulations: "Resident" applies to the owner of any Patio Home, the resident's family, tenants, employees, agents, visitor or guests; "Association" means the Association and its managing agent, when the managing agent is acting on the Association's behalf; "Home" means any single-family dwelling unit in Saint Remy; and , "Village" means the Village of Saint Remy.

### *Outside Appearance of Homes*

1. Trash containers are not to be placed outside before dark on the day prior to collection and must be stored on the day of collection.
2. No window fans or window air conditioners are permitted on the exterior of any Home.
3. No outside drying of clothes is permitted in the Village.
4. No vehicles may be worked on outside and no inoperable vehicles shall be stored anywhere in the Village.
5. Garage doors of the Homes are to be kept closed as much as is possible.
6. Lawn furniture must be kept on the Home's patio.
7. No sporting equipment may be left outside when not in use or permanently installed anywhere in the Village.
8. Nothing shall be placed, hung, displayed or stored on the exterior of any Home that detracts from the appearance of the Village.
9. No fences shall be installed by the Resident in the Village.
10. No noxious or offensive activity shall be conducted or carried on in the Village.

11. No basketball goals of any kind (temporary or permanent) are permitted.
12. No illuminated decorations of any kind shall be displayed in St. Remy except from Thanksgiving Day until immediately following January 8<sup>th</sup>.

#### *Yard Care*

1. The Association will furnish cutting, raking, trimming, fertilization and insecticides as determined necessary by the Association in the exercise of its sole discretion.
2. Each Resident is responsible for watering their portion of lawn not covered by the sprinkler system. Residents are encouraged to water common areas adjacent to their Home. If Residents fail to adequately water their yard area and the result is damage to the yard, it will be replanted by the Association after the Resident has been given ten (10) days written notice to replant. If the Association replants the Resident's yard, the Resident will be billed for the costs incurred.

#### *Parking*

1. Parking vehicles on the street overnight is prohibited.
2. Trailers, boats, RV's may not be stored or parked in the Village except when necessary for loading or unloading.
3. No vehicle shall be parked so as to obstruct the sidewalks in the Village.
4. Vehicles parked in violation of these Regulations may be towed at the vehicle owner's expense.

#### *Snow Removal*

1. The Association will provide snow removal from all roads, driveways and front walks. Roads, driveways and walks will be cleared based upon a schedule established by the Association in the exercise of its sole discretion. All other snow removal will be the responsibility of the Resident.

2. If a Resident parks a car or other vehicle on the street which interferes with the contractor's removal of snow, the Resident will be responsible for prompt snow removal in the immediate area of the parked vehicle.

#### *Pets*

1. Pets allowed outside must be on a leash and under the supervision and control of the pet owner in accordance with the City of Bloomington ordinances.
2. Residents are to clean up pet droppings immediately after they are made by their pet.
3. Damage caused by pets is to be repaired or replanted by the pet owner, at the pet owner's expense.

#### *Soliciting*

1. No soliciting is permitted in the Village.

#### *Noise*

1. No Resident shall make or permit any disturbing noises in the Village which unreasonably interfere with the rights, comforts or convenience of other Village Residents.
2. No pet will be allowed in the Village if the pet becomes a nuisance to other Residents because of the pet's abnormal or unreasonable barking, crying or other activities that would disturb a reasonable person of ordinary sensibilities. The judgment of the Board in making a determination under this Regulation shall be conclusive.

#### *Ponds*

1. Boats are not allowed in the pond.
2. Fishing in the pond is limited to catch and release only.
3. Children are not permitted near the pond without adult supervision.

#### *Miscellaneous*

1. No garage sales are permitted within St. Remy.

# REQUEST FOR ADDITION OR ALTERATION TO PROPERTY

To: Board of Directors  
St. Remy Homeowners' Association

From: \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Street Address \_\_\_\_\_ Phone \_\_\_\_\_

Please include drawing or sketch depicting location and dimensions of the structure, alteration, landscaping, etc.

Description of Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If this request is approved, it is based only on the aesthetics and types of materials used. Once approval is granted, no changes can be made without prior approval from the Board. It remains the homeowner's responsibility to obtain Structural Approval, if required by Monroe County. All structures are subject to local Building Regulations, Codes, and Restrictions of Record. All alterations of the property are the responsibility of the present and future homeowners to maintain.**

Board of Directors Review and Decision: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Approved with the Following Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Disapproval if Request is Denied \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board President's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please mail this request to the SRHOA Property Manager,  
1205 North Walnut Street, Bloomington, IN 47404.

**Covenants, Conditions and  
Restrictions of Saint Remy**

**Declaration of Covenants, Conditions and Restrictions  
Of  
Saint Rémy**

This  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
made this 1st day of May, 1993, by Saint Rémy Development Co., Inc.

**RECITALS**

(A) Declarant is the sole owner of the fee simple title to the Real Estate; and

(B) Declarant plans to improve the Real Estate by constructing twenty-eight (28) Homes in Saint Rémy.

(C) Declarant intends to sell the individual Lots and Homes together with the right to use the Common Areas.

NOW, THEREFORE, Declarant declares that Saint Rémy 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 Home within Saint Rémy.

**Section 1. Definitions.** The following terms used in this Declaration shall have the following meanings:

1.1. Applicable Date. "Applicable Date" means the first to occur of the following events: (1) the date the Class "B" member voluntarily resigns by tendering a written resignation to the resident agent of the Association; or, (ii) the date when Declarant sells all Lots in Saint Rémy; or, (iii) June 1, 1997.

1.2. Association. "Association" means Saint Rémy Homeowners Association, Inc., its successors and assigns, an Indiana not-for-profit corporation that is the incorporated association of Owners, more particularly described in Section 9. A copy of the Articles of Incorporation for the Association is attached as Exhibit "A".

1.3. Board of Directors. "Board of Directors" means the governing body of the Association elected by the Owners in accordance with the by-laws.

1.4. By-Laws. "By-Laws" means the by-laws of the Association, providing for the administration and management of the Association, a true copy of which is attached to this Declaration as Exhibit "B" and incorporated herein by

reference the Real Estate and used in connection with the operation, use and enjoyment of Saint Remy.

1.5. Common Area. "Common Area" means all the area in Saint Remy outside the boundaries of any Lot.

1.6. Common Expenses. "Common Expenses" means the expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area and other costs and expenses incurred by the Association for the common benefit of all Owners; provided, however, that Common Expenses shall not include any costs of initial construction of any Home.

1.7. Declarant. "Declarant" means Saint Remy Development Co., Inc., developer of Saint Remy, and any successor or assignee of its interest in all or part of Saint Remy or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Declarant for purposes of this declaration.

1.8. Delinquency Date. "Delinquency Date" means that date which is ten (10) days after the due date of any Regular or Special Assessment.

1.9. Lot. "Lot" means any plot of ground designated as such upon the recorded plat of Saint Remy or any part and thing upon which one (1) Home is constructed, is to be constructed, or has existed. Whenever used in the Declaration, "Lot" will be deemed to include Home, if any, located thereon.

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

1.11. Owner. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns the record fee simple title to a lot; provided that 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 purposes of this Declaration.

1.12. Home. "Home" means one of the detached single-family residential living units constructed upon a Lot.

1.13. Plat. "Plat" means the Plat prepared by Smith-Quillman and Associates of Saint Remy being on record in the Office of the Recorder of Monroe County, Indiana, as document number \_\_\_\_\_ in Cabinet \_\_\_\_\_, Envelope \_\_\_\_\_.

1.14. Saint Remy. "Saint Remy" means the entire development of Saint Remy, as platted.

1.15. Property. "Property" means the Common Area, Homes 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 Saint Remy.

1.16. Real Estate. "Real Estate" means the real property described on Exhibit "C", which has been subjected to this Declaration and all of the Property located upon the Real Estate.

1.17. The Saint Rémy Declaration. "The Saint Rémy Declaration" means the Declaration of Covenants, Conditions and Restrictions of Saint Rémy.

**Section 2. Declaration.** Declarant hereby expressly declares that the Real Estate shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

**Section 3. Description of Saint Rémy.** Saint Rémy consists of twenty-eight (28) Lots numbered 1 through 28, inclusive, together with the Common Area shown on the Plat. The sizes of the Lots are as designated on the Plat. The legal description for each Lot in Saint Rémy shall be as follows:

Lot \_\_\_\_\_ in Saint Rémy, a subdivision in Monroe County, Indiana, as per Plat thereof recorded January \_\_\_\_\_, 1994 in Plat Cabinet \_\_\_\_\_ Envelope \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

**Section 4. Common Area.** Common Area includes all area within Saint Rémy, except the Lots, including but not limited to the interior roads, sidewalks, parking areas, entrance signage and pond. Declarant warrants and guarantees to the Association, for one year from the date Declarant executes the Warranty Deed to the Association transferring the Common Area, that all materials and workmanship in the Common Area are free from material defects and that all improvements in the Common Area have been constructed in substantial compliance with the requirements of applicable government ordinances. This warranty specifically excludes any claims for defects in landscaping materials, paving surfaces or ponds. Upon receipt from any Owner of a written notice specifically identifying the defective condition, Declarant shall, within sixty (60) days thereof, inspect the Common Area and if such inspection discloses material defects in material or workmanship, Declarant will, without cost to the Association; remedy such defects within a reasonable time. Declarant shall not be responsible for any conditions, defects or damage that are the result of ordinary expansion and contraction or caused by casualty or acts of God. If no written claim is made as provided herein within one (1) year after the deed is executed by Declarant, all claims against Declarant are expressly waived by the Association and all Owners with respect to the Common Area.

**Section 5. Ownership of Common Area.** The Common Area shall be conveyed to or owned by the Association, and shall be held for the use and enjoyment of the Owners, all of whom shall have the right and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to the following:

5.1. The right of the Association, upon approval by a written instrument signed by two-thirds of all Owners and by two-thirds of all first Mortgagees, to dedicate or transfer all or any part of the Common Area (including conservation easements) to any public agency, authority or utility for such Common Area purposes and subject to such conditions as may be agreed by the Association.

5.2. The right of the Association to adopt such rules and regulations regarding the Common Area as it deems necessary as provided in Section 10.

5.3. The Common Area for each section in Saint Rémy shall be conveyed to or owned by the Association at the time of conveyance of the first Lot in Saint Rémy.

**Section 6. Delegation of Use of the Common Area.** Any Owner may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and the use of the Common Area and facilities to members of his family, his tenants or contract purchasers who reside in any Home.

**Section 7. Encroachments and Easements in Common Area.** If by reason of inexactness of construction, settling after construction or for any other reasons, any Common 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 Common Area.

Each Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in the Common Area and serving his Home.

**Section 8. Easement for Utilities and public and 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 Common Area in the performance of their duties. An easement is 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, telephone and electricity on the Property, provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or 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 utility furnishing service should request a specific easement by a separate recordable document, The Association shall have the right to grant such easement on such Property, without conflicting with the terms of this section. The easements granted herein shall in no way affect any other recorded easement on the Property.

**Section 9. Association.** In order to provide for the maintenance and repair, replacement, administration, operation and ownership of the Common Area, and to perform such other function as may be designated to it, there is hereby created a not-for-profit

corporation, which shall be known as Saint Rémy Homeowners' Association, Inc. 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; provided, however, 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 he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

The initial Board of Directors shall be as designated in the Articles of Incorporation, and such Directors, notwithstanding any provision in this Declaration or the Articles or the By-laws to the contrary, shall be Directors until the Applicable Date. If there is a vacancy in the initial Board for any reason prior to the Applicable Date every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the initial Board. After the Applicable Date, the Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-laws. The Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the By-laws. The Board of Directors shall be the governing body of the Association representing all of 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 Common Area. The Common Area shall be owned, operated and managed by the Association.

**Section 10. 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 Common Area, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered and mailed promptly to all Owners.

**Section 11. 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 Property as a whole, without a breakdown for each lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Property assessed as a whole, which shall be the ratio that the square footage in his lot bears to the total square footage of all the land comprising the Property assessed as a whole; and shall pay his proportionate share of the real estate taxes assessed on any improvements constructed on his lot. Any real estate taxes or other assessments, which are chargeable against the Common Area, shall be paid by the Association and treated as a Common Expense.

**Section 12. Utilities.** Each Owner shall pay for his own utilities, which are separately metered. Utilities, which are not separately metered, shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

**Section 13. Maintenance Repairs and Replacements.** Each Owner shall at his expense be responsible for the maintenance; repairs, decoration and replacement within his own home except as may otherwise be provided herein. All fixtures and equipment installed within the Home commencing at a point where the utility lines, pipes, wires, conduits or

systems enter the exterior walls of a Home shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in his Home, which if neglected, might adversely affect any Home, Common Area or the value of the Property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the Home. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Association, as a part of the Common Expense.

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each lot and Home for the following: paint, repair, replacement and care of all exterior doors, roofs, gutters, downspouts, exterior building surfaces, and other exterior improvement excluding, however, any glass surfaces, screens, window fixtures, other hardware and decks which shall be the sole responsibility of the Owner.

The Association shall also maintain any trees, shrubs, grass or walks which the Association or Declarant originally planted or installed upon any lot; any trees, shrubs or landscaping done by an Owner upon the Owner's lot shall be maintained by the Owner.

If the need for maintenance and repair results from the willful or negligent act of the Owner, his 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 his Lot is subject and be subject to the same method of collection as the Regular Assessment.

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 into each individual Home for purposes of inspection of the Common Area appurtenant thereto, and replacement, repair and maintenance of the same.

**Section 14. Alterations Additions 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 Home located thereon from its natural or improved state existing on the date such Lot was first conveyed by Declarant to the Owner except as otherwise expressly provided in this Declaration.

**Section 15. Assessments.** Regular and Special Assessments shall be determined and collected as follows:

**15.1 Annual Accounting.** Annually after the close of each calendar year of the Association and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Owner a financial statement, which statement shall show all receipts and expenses received, incurred or paid during the preceding calendar year.

**15.2 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 Common Expenses for the ensuing year and furnish a copy of such 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, and if so adopted 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); provided, 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 furnish a copy thereof to the Owner shall not constitute a waiver or release of the Owner to pay the Common Expenses.

**15.3 Regular Assessments.** The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing 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 Home 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 Board of Directors as directed by the Board of Directors; provided, however, that 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 Home as of the date of the adoption of the annual budget.

**15.4 Special Assessments** In addition to the Regular Assessments authorized above, the Association may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto; and, (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that no Special Assessments shall be levied without the assent of a majority of the Owners at a meeting duly called for this purpose. Each Owner shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided divided by the total number of Lots in Saint Rémy. The Association may, in connection with the levy of any Special Assessment, specify that the same shall Special Assessments. In addition be payable in installments and specify the due dates thereof.

**15.5 Adjustments.** In the event that the approved budget and Regular Assessments plus the reserves and working capital of the Association provide insufficient 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 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 returned to the Owners proportionately as the Board of Directors shall elect.

**15.6 Temporary Budget and Assessments.** If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any such 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 in accordance with the Declaration and the by-laws; provided, however, that said 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.

**15.7 Reserve Funds.** The Association shall be obligated to establish a reserve fund for the repair of the Common Area based upon good faith estimates of the useful life and replacement cost of such Common Area made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Common Expenses and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied therefore. All amounts held by the Association pursuant to this Section 15.7 shall be maintained in a federally insured, account and any interest thereon shall be added to and deemed a part of such fund.

**15.8 Status of Funds Collected by Association.** All funds collected pursuant to this Section 15 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 or Special Assessments, shall be deemed to be held for the use, benefit and account of the Owners for the payment of Common Expenses.

**15.9 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. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and of Homes to the extent such capital expenditures and replacement and repair is the obligation of the Association, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area. Such replacement reserve fund for capital expenditures and repair of the Common Area shall be maintained by the Association in a separate, federally insured interest-bearing account or accounts selected from time to time by the Board of Directors.

**15.10. Collection of Assessments.** Each Regular Assessment shall be due and payable on the first day of the month, and shall be paid in twelve monthly installments. Any Regular or Special Assessment which is not paid in full by the Delinquency Date, the tenth (10<sup>th</sup>) of the month, shall be deemed delinquent without further notice or demand of the defaulting Owner. The Homeowners' Association shall impose a late fee on the delinquent Regular Assessments paid after the last day of the month which said Regular Assessments became delinquent. The late fee shall be ten percent (10%) of the delinquent Regular Assessment due. If the Regular Assessment continues to be delinquent after the last day of the next following month, another late fee of ten percent (10%) will be charged on the previous delinquent Regular Assessment plus an additional late fee of ten percent (10%) for the present month delinquent Regular Assessment. This formula for late fees for delinquent payment of Regular Assessments will be used for each following delinquent monthly payment. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any 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 eighteen percent (18%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot as of the date on which such delinquent Assessment first became a lien. In the event that 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 the 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 Home shall be jointly and severally liable for the payment to the Association of reasonable rental for such Home and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Home and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. 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.

**15.11. Subordination of Assessment Lien to Mortgage.** Notwithstanding anything contained in this Declaration, the Articles of Incorporation of the Association or the By-Laws, any sale or transfer of a Lot or Homes 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; provided, however, that the extinguishment of such lien cannot relieve the prior Owner from personal liability therefor.

**Section 16. Insurance.** Specific insurance provisions are set forth in Article 9 of the Code of By-Laws of St. Remy Homeowners' Association, Inc. In the event there is a conflict between the general provisions of the Declaration and the By-Laws, the specific provisions of the By-Laws shall be controlling.

Each Home in Saint Remy will be insured with the same insurance company chosen by the Board of Directors of the Association. The limit of insurance for each Home will be equal to the full replacement cost thereof and each owner will be responsible for the premium for their individual Home. Such insurance coverage shall be for the benefit of each Owner, the Association and the Owner's Mortgagee (if applicable). In the event of damage or destruction to any Home, the Owner, Mortgagee (if applicable) and Association shall use such insurance proceeds to repair or restore the damaged property. If for any reason an Owner does not pay the premium allocated to their Home, the Association will add such cost to the Owner's Assessment, which will become immediately due and payable.

The Association, acting through its Board of Directors, shall obtain fire and extended coverage insurance insuring all improvements in the Common Area, in an amount equal to the full replacement cost thereof. The Association shall also obtain comprehensive public liability insurance in such limits as the Board of Directors shall deem appropriate together with workmen's compensation and other liability insurance if deemed necessary and appropriate by the Board of Directors. Such insurance shall also cover any liability claims of any Member of the Association. The premium for the insurance obtained by the Association shall be billed to the Owners annually and is not a part of the Common Expenses.

Each Owner shall have the right to purchase at his own expense any additional insurance he may deem necessary, and each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of his Home and his personal property stored elsewhere on the Property. All insurance obtained, whether obtained by the Association or the Owners, including but not limited to insurance on the individual Homes, insurance on improvements in the Common Area and liability insurance, shall provide that the insurance company providing such insurance waives its right of subrogation, if any, against the Owners, the Association and their agents.

**Section 17. Casualty and Restoration.** In the event of damage or destruction of any Home by fire or other casualty, the Owner thereof shall cause such Home 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 Home directly affected by the damage shall pay the cost of restoring the Home. If any Owner fails or refuses to reconstruct his Home 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 17 shall include the costs of construction incurred rebuilding the Home in the same condition as it existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in this Declaration, all Homes which are destroyed or damaged shall be restored pursuant to the provisions of this Section 17 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 Common Area which are damaged or destroyed shall be restored by the Association unless two-thirds of Members of the Association and two-thirds of all first Mortgagees decide not to make such restoration or to make such restoration in a different manner.

In the event the Association has insurance proceeds which are to be used for the benefit of the Owners, 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 his 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 Common Area.

In the event of damage to or destruction of any of the Common Area due to fire or other casualty or disaster and the insurance proceeds, if any, received by the Association as a result of such fire or other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged and destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association through a Special Assessment of the Owners with each Owner being assessed an equal amount.

**Section 18, Covenants and Restrictions.** The following covenants and restrictions on the use and enjoyment of the Lots, Homes, Common Area and Property are for the mutual benefit and protection of the benefit of and be enforceable by any Owner, by the Association, its present and future Owners and shall run with the land and inure to the Successors or assigns. Owners and of the Association shall be entitled injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation:

**18.1.** Except for the initial construction of Homes, no additional buildings shall be erected or located on the Property other than on the Lots or as otherwise shown on the Plat except as originally constructed by Declarant or as approved in writing by the Board of Directors.

**18.2.** Nothing shall be done or kept in any Home or in the Common Area which will cause an increase in the rate of insurance on any other Home or the contents thereof. No Owner shall permit anything to be done or kept in his Home or in the Common Area which will result in the cancellation of insurance on any other Home or contents thereof, or which would be in violation of any law or ordinance.

**18.3.** No Owner shall cause or permit anything to be hung or displayed on the outside of the windows, or placed on the outside walls of his Home and no sign, awning, canopy, shutter or radio or television antennae, or other attachment or things shall be affixed to or placed upon the exterior walls or roofs, or on any parts of any Home without the prior written consent of the Board of Directors.

**18.4.** All Lots and the Common Area shall be kept free and clear of rubbish, debris, and other unsightly materials, except in those areas designated for the temporary storage thereof.

**18.5** All Owners and members of their families, quests or invitees, and all occupants of any Home or any other persons entitled to use the same and to use and enjoy the Common Area or any part thereof shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board of Directors governing the operation, use and enjoyment of the Common Area

**18.6** No Owner shall be allowed to plant trees, landscape or do any gardening in the Common Area except with express written permission from the Board of Directors.

**18.7** All Homes shall be used exclusively for residential purposes and the occupancy as a private dwelling for Owner, Owner's family, tenants and social guests and for no other purpose.

**18.8** No advertising signs (except one "for sale": or one "for rent sign per Lot of not more than five square feet), unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, or Common Area, nor shall any Lot or Common Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any other Home or any resident thereof, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loudspeakers, electrical equipment, amplifiers or other equipment or machines.

**18.9** No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed from any Home or any Lot where they are visible to other Owners or the public, nor shall any such items be hung out or exposed on any part of the Common Area. All Lots and the Common Area shall be kept free and clear of rubbish, debris, and other unsightly materials, except in those areas designated for the temporary storage thereof.

**18.10** No industry, trade or any commercial or religious activity, educational or otherwise designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

**18.11** No boats, campers, trailers of any kind, buses, mobile homes, trucks (except pick-up trucks) or any other unconventional vehicles of any description shall

be permitted, parked, or stored anywhere within the Property except as expressly designated by the Board of Directors in each instance.

**18.12** No animals of any kind shall be raised, bred, or kept in any Home or any portion of the Common Area except that small pet dogs, cats, or customary household pets may be kept in a Home, provided that such pet is not kept, bred, or maintained for a commercial purpose, and does not create a nuisance. Pets shall be permitted outdoors only under leash and accompanied by an Owner or other person, and an Owner shall be fully liable for any injury or damage to any person caused by his pet, and shall be responsible for removing from such areas his pet's waste materials. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem appropriate and in the event that in the judgment of the Board of Directors any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall permanently be removed from the Property upon written notice of such determination by a majority of the Board of Directors.

**Section 19. Notice to Association.** Any Owner who places a first mortgage lien upon his 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 and name and address shall be maintained by the secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-laws, or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in 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 By-laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-laws, 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 as hereinabove provided, furnish such Mortgagee with written notice of any default the performance by its borrower of any obligations of such borrower under this Declaration or the By-laws which is not cured within sixty (60) days.

**Section 20. Amendment of Declaration.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

**20.1. Notice.** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

**20.2. Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by a majority of the votes cast by the Owners.

**20.3. Meeting.** 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 By-Laws.

**20.4. Adoption.** Any proposed amendment to this Declaration must be approved by not less than seventy-five percent (75%) of the votes cast. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner, if the Mortgagee has given prior notice its mortgage interest to the Board of Directors in accordance with the provisions of the Declaration.

**20.5. Special Amendment.** No amendment to this Declaration shall be adopted which changes: (1) the applicable share of an Owner's liability for the Common Expenses or the method of determining the same; or (2) the provisions of Section 16 of this Declaration with respect to casualty insurance to be maintained by the Association; or (3) provisions of Section 17 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, or (4) changes any of the provisions of Section 15 of this Declaration with respect to the assessments on any Lot, without in each and any of such circumstances, the unanimous approval of all Owners, and all Mortgagees.

**20.6. Recording.** 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 21. 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 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 By-Laws, and rules and regulations, 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 By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time.

**Section 22. Negligence.** Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his 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. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his lot or its appurtenances or of the Common Area.

**Section 23. Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

**Section 24. Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

**Section 25. Pronouns.** Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to 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 26. Interpretation.** The captions and titles of the various articles, sections, sub-sections, paragraphs and sub-paragraphs of this 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.

**Section 27. The Plat.** The plat of Saint Rémy is incorporated into this Declaration by reference.

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

Saint Remy Development Co., Inc.  
By: Signature on file  
Eric C. Stolberg, Vice President



**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SAINT REMY HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAINT REMY HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made this 23rd day of October, 2017 by Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation (the "Association"), pursuant to the provisions of the Indiana Horizontal Property Act (the "Act") and in accordance with the terms and provisions of the Code of By-Laws of Saint Remy Homeowners Association, Inc. (the "By-Laws"), and the Declaration of Covenants, Conditions and Restrictions of Saint Remy dated May 1, 1993, and recorded on January 20, 1994, in Miscellaneous Record 224, pages 157-203, in the Office of the Recorder of Monroe County, Indiana (the "Declaration").

**WITNESSETH**

WHEREAS, pursuant to Section 20 of the Declaration, the Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the votes cast at a meeting duly held for such purpose; and

WHEREAS, pursuant to the Minutes of the Special Meeting of the Members of Saint Remy Homeowners Association, Inc. dated October 19, 2017, which are attached hereto and incorporated herein by reference, seventy-five percent (75%) of the votes cast at such meeting voted to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Amendment of Section 18.13. Section 18.13 of the Declaration is hereby added as a new Section to read as follows:

**"18.13** No Lot may be rented or leased to a third party except in accordance with the following terms and conditions:

(a) Notwithstanding anything contained herein to the contrary, any lease, rental or tenancy arrangement in existence on the effective date of the amendment creating this Section 18.13 (the "Amendment Date"), may continue until its termination or expiration, subject to the remaining conditions provided in subsections (c) through (l) below.

(b) All existing lease agreements must be submitted to the Association within thirty (30) days from the Amendment Date. All lease agreements entered into from and after the Amendment Date shall be submitted to the Association upon request. The Association may charge a reasonable review and processing fee concerning the above. Additionally, if any Owner engaging in leasing activity fails to provide a copy of the lease agreement to the Association as provided above, the Association may impose reasonable monetary penalties as determined by the Board

of Directors, in addition to any other remedies available under the Declaration or Indiana law.

(c) Any Owner of a Lot that is subject to a written or oral lease on a month-to-month basis or without a stated term shall have sixty (60) days from the Amendment Date to terminate such tenancy or enter into a written lease in compliance with this Section 18.13.

(d) No Lot may be rented or leased for a term of less than six (6) months.

(e) Except for Lots subject to existing leases on the Amendment Date, no Owner may lease a Lot unless the Owner has resided on such Lot for a period of at least one (1) year prior to lease commencement.

(f) Lots may be leased to families or individual residents only, provided, however, that in no event shall any Lot be leased to more than three (3) unrelated adults at one time.

(g) All Owners desiring to lease their Lots must (1) provide a valid City of Bloomington rental occupancy permit to the Association prior to entering into any lease, and (2) comply with all requirements imposed on landlords by the City of Bloomington or applicable law.

(h) All Owners leasing their Lots shall provide the Association with 24-hour emergency contact information in the event of an emergency relating to their respective Lots.

(i) All tenants shall be subject to the same covenants, conditions, restrictions, rules and regulations applicable to the Owners, including, without limitation, the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and any Rules and Regulations promulgated by the Association, as each may be from time to time. Each Owner shall be responsible for informing tenants of the same.

(j) In addition to any liability imposed pursuant to Section 22 of this Declaration, each Owner leasing a Lot shall be responsible for any and all damage to the Common Area directly or indirectly caused by a tenant or guest of a tenant. As security for the cost to repair any such damage, each Owner leasing a Lot shall provide a deposit of One Thousand Dollars (\$1,000.00) to the Association upon commencement of each new lease. For Lots subject to existing leases on the Amendment Date, the security deposit required hereunder shall be due within ten (10) days of the Amendment Date. In the event the cost of any such repairs exceeds the deposit amount, the Association may pay for the repairs and, in addition to any other remedies available to it, bill the responsible Owner for any amounts in excess of the security deposit. The security deposit, less any appropriate deductions therefrom, shall be returned to the Owner upon termination of the applicable lease.

A new security deposit shall be required each time an Owner enters into a lease with a new tenant.

(k) If any tenants occupying a Lot violate any of the provisions of this Declaration, disturb the peace and tranquility of Saint Remy, or otherwise disrupt the quiet enjoyment thereof by the other Owners, the Association shall inform the leasing Owner and such Owner shall be responsible for addressing the issue with the tenants directly and taking such corrective action as may be required. If such violation or disturbance remains uncured or occurs a second time, the Association may exercise any and all rights and remedies available to it under this Declaration, at law or in equity against the Owner and/or the tenants thereof.

(l) The Association shall not be liable for injury or damage to any person or property due to the use or condition of any Lot or the Common Area, or to the occurrence of any accident on or about the same, or due to any act or neglect of an Owner, tenant or any other occupant of a Lot or of any person. Each Owner leasing a Lot agrees to defend, pay, indemnify and save the Association, free and harmless, from any and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against all cost and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from or on account of any occurrence in, on or at such Lot or the Common Area, or occasioned wholly or in part through the use, occupancy or condition of such Lot or the Common, or by any act or omission or negligence of a tenant in, on, at or from such Lot or the Common Area. Each Owner shall protect against such liability with insurance, in accordance with Section 16 herein, naming the Association as an additional insured."

2. Effective Date of Amendment. This Amendment shall be effective as of the date this Amendment is recorded in office of the Recorder of Monroe County, Indiana.

3. Application. This Amendment shall apply to all current and future Owners of Lots in Saint Remy. This Amendment shall be perpetual, run with and bind all of the Real Estate subject to the Declaration and shall inure to the benefit of and be enforceable by the Association.

4. Incorporation. This Amendment shall be incorporated into and made a part of the Declaration, and all provisions of the Declaration not expressly modified or amended hereby shall remain in full force and effect.

5. Amendment Controls. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the By-Laws, or the Rules and Regulations promulgated by the Association, the provisions of this Amendment shall control.

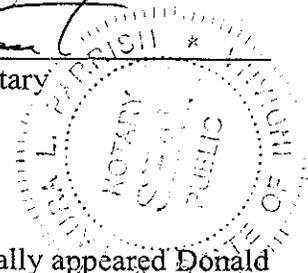
IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

SAINT REMY HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation

By: Donald R. Hossler  
Donald R. Hossler, President

By: David J. Emmert  
David J. Emmert, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

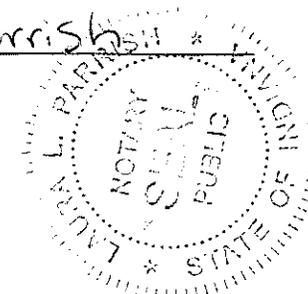


Before me, a Notary Public in and for said County and State, personally appeared Donald R. Hossler, the President of Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 23<sup>rd</sup> day of October, 2017.

Laura Parrish  
Notary Public

My Commission Expires: 1-29-23  
My County of Residence: Monroe

Laura Parrish  
Printed



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared David J. Emmert, the Secretary of Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation this 23<sup>rd</sup> day of October, 2017.

Laura Parrish  
Notary Public

My Commission Expires: 1-29-23  
My County of Residence: Monroe

Laura Parrish  
Printed

I 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. /s/ William E. Young II.

This Instrument prepared by: William E. Young II, BUNGER & ROBERTSON, 226 S. College Avenue, P.O. Box 910, Bloomington, Indiana 47402

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SAINT REMY HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAINT REMY HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made this sixteenth day of November, 2017 by Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation (the "Association"), pursuant to the provisions of the Indiana Horizontal Property Act (the "Act") and in accordance with the terms and provisions of the Code of By-Laws of Saint Remy Homeowners Association, Inc. (the "By-Laws"), and the Declaration of Covenants, Conditions and Restrictions of Saint Remy dated May 1, 1993, and recorded on January 20, 1994, in Miscellaneous Record 224, pages 157-203, in the Office of the Recorder of Monroe County, Indiana (the "Declaration").

WITNESSETH

WHEREAS, pursuant to Section 20 of the Declaration, the Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the votes cast at a meeting duly held for such purpose; and

WHEREAS, pursuant to the Minutes of Annual Meeting of the Association on November 16, 2017, which are attached hereto and incorporated herein by reference, twenty-five (25) votes were cast, twenty one (21) in favor and four (4) opposed, and, therefore, eighty-four percent (84%) voted to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Amendment of Section 13. Section 13 of the Declaration is hereby amended to read as follows:

"Section 13. Maintenance, Care, Repairs, and Replacements. Each Owner shall promptly perform all maintenance and repair for which he is responsible as indicated in this Declaration, and which, if neglected, would adversely affect his Home, Common Area and/or the value of his Property. The Owner must also promptly notify the Association's management company of any physical condition that the Owner believes the Association is responsible for so that it may be investigated and corrected as soon as reasonably possible if determined to be the Association's responsibility.

13.1. Owner's Expense. Each Owner shall at his expense be responsible for the maintenance, care, repair, and replacement of:

All utility lines, pipes, wires, conduits or systems from the point they leave the main line of the City of Bloomington or private utility, enter the exterior walls of a Home

and continue into a Home. This includes, but is not limited to water, electric, gas, and sewer lines, plumbing, appliances, and all other accessories belonging to the Owner and appurtenant to the Home.

Glass surfaces, screens, window fixtures, hardware, decks, lamps, foundations, concrete rear patio (including stone as part thereof) and any improvements made to the patio.

All fixtures, equipment, and material installed within his Home except as may otherwise be provided herein.

Trees, shrubs, other plantings and landscaping, walkways and other improvements made upon the Lot after the Home was built and sold to the original Owner.

13.2. Association's Expense. Unless otherwise stated in this Declaration, the Association shall provide at its expense the exterior maintenance, care, repair, and replacement for the following:

Paint, gutters, downspouts, roofs, exterior building surfaces, concrete driveways and parking areas, underground drainage lines, eaves, front walk, entry steps, porches, front doors, garage doors, and original sidewalks, privacy fences and stone walls, trees, shrubs and grass.

13.3. Willful or negligent acts. If the need for maintenance, care, repair, and/or replacement upon the Home or Lot results from the willful or negligent act of the owner, his family, guests, invitees or tenants, and is not covered or paid for by insurance, the cost shall be borne by the Owner, and if necessary shall be added to and become part of the assessment to which his Lot is subject and be subject to the same method of collection as the Regular Assessment.

13.4. Common Area. The maintenance, care, repair, and replacement of the Common Area shall be furnished by the Association as a part of the Common Expense.

13.5. Entry upon property. The Board of Directors, or its designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice is required) to enter the Lot and into each individual Home for purposes of inspection, including the Common Area appurtenant thereto, so as to determine the need for any maintenance, care, repair, or replacement.”

2. Effective Date of Amendment. This Amendment shall be effective as of the date this Amendment is recorded in the office of the Recorder of Monroe County, Indiana.

3. Application. This Amendment shall apply to all current and future Owners of Lots in Saint Remy. This Amendment shall be perpetual, run with and bind all of the Real Estate subject to the Declaration, and shall inure to the benefit of and be enforceable by the Association.

4. Incorporation. This Amendment shall be incorporated into and made a part of the Declaration, and all provisions of the Declaration not expressly modified or amended hereby shall remain in full force and effect.

5. Amendment Controls. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the By-Laws, or the Rules and Regulations promulgated by the Association, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

By: 

Don Hossler

President

SAINT REMY HOMEOWNERS ASSOCIATION, INC.,  
an Indiana nonprofit corporation

By: 

David Emmert

Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )



Before me, a Notary Public in and for said County and State, personally appeared Don Hossler and David Emmert of Saint Remy Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and notarized seal this 7<sup>th</sup> day of December, 2017.

Laura Parrish  
Notary Public

My Commission Expires: 1-29-23  
My County of Residence: Monroe

Laura Parrish  
Printed

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature] <sup>agent</sup>  
Name