

**RESTATEMENT OF THE BY-LAWS OF  
QUAIL RIDGE OWNERS ASSOCIATION, INC.  
AS AMENDED AND EFFECTIVE JANUARY 1, 2008**

**INTRODUCTION**

These Restated By-Laws ("By-Laws") of the Quail Ridge Owner's Association, Inc. ("Association") are adopted to assist with the governance of the real property commonly known as Quail Ridge Condominiums ("Quail Ridge"), legally described per separate descriptions in the plat cabinets located in the office of the Recorder of Monroe County as indicated on **Exhibit 1**, which exhibit is attached hereto and incorporated herein. This Restatement of By-Laws is effective as of the date shown above and adopted consistent with the terms for amendment as stated in the original By-Laws, specifically following proposal by a majority of the Board of Directors and approval by at least sixty-six and two-thirds (66.67%) of the Owners present at that certain special meeting, called for the purpose of amending the By-Laws and approving this Restatement of By-Laws, as indicated by the signature page attached hereto as **Exhibit 2**, which special meeting occurred at the Bloomington Country Club on the 17 day of June, 2008.

**ARTICLE I**

**Definitions and Applicability**

**Section 1.01. Identification and Adoption.** These By-Laws are adopted in light of the Declaration of Covenants, Conditions and Restrictions of the Quail Ridge Owner's Association, Inc., as amended and restated ("Declaration"). 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 provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

**Section 1.02. Definitions.**

- (a) "Association" shall mean and refer to the Quail Ridge Owner's Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Quail Ridge Owners Association, Inc. elected from time to time pursuant to the By-Laws which Board shall be responsible for the proper administration of Quail Ridge.

**EXHIBIT C**

- (c) “By-Laws” shall mean the By-Laws of the Quail Ridge Owners Association, Inc. as amended and/or restated from time to time.
- (d) “Common Area” shall mean all portions of the subject real property other than the Units and shall include all Limited Common Areas, as further described in the Declaration.
- (e) “Common Charges” shall mean and refer to each Unit’s share of the Common Expenses and are sometimes referred to herein and the Declaration as regular and/or special assessments.
- (f) “Common Expenses” shall mean the expenses and assessments (including reserves) incurred by the Board in connection with its administration of Quail Ridge, including without limitation, the expenses of maintenance, repair, insurance, administration and operation of the Common Area and all expenses agreed upon as Common Expenses by the Association and as more fully described herein and in the Declaration.
- (g) “Declarant” shall mean and refer to the Quail Ridge Owner’s Association, Inc., its successors and assigns.
- (h) “Declaration” shall mean and refer to the Restatement of the Declaration of Covenants, Conditions and Restrictions of Quail Ridge Condominiums, of even date herewith, including any amendments thereto adopted in accordance therewith.
- (i) “Limited Common Area” shall mean those parts of the Common Area serving exclusively a single Unit or adjoining Units (but less than all of the Units) including, but not limited to, patios, porches, balconies, driveways, stoops, overhangs and the like which serves a Unit exclusively, to the extent that such system or component is located outside the boundaries of a Unit as more fully described in the Declaration.
- (j) “Mortgagee” shall mean the institutional holder of a first mortgage or equivalent lien on any Unit or Units.
- (k) “Owner” and “Unit Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit or units which are a part of the real property described in Exhibit A, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

- (l) "Real Property" shall mean and refer to the real property described in Exhibit A which real property is sometimes referred to herein as Quail Ridge.
- (m) "Unit" shall mean and refer to the individual condominium units (including the garage) and the applicable undivided interest in the Common Area which condominium units have been constructed upon the subject Real Property for residential use and have been separately identified by number and/or letter.

Section 1.03. Individual Application. All Owners, future Owners, tenants, future tenants, and/or their families, guests and invitees, or any other person that might use or occupy a Unit or any part of the Real Property, or of any other real property or land annexed to the Real Property per the terms of the Declaration, shall be subject to the rules, restrictions, terms and conditions set forth in these By-Laws.

## ARTICLE II Unit Owners

Section 2.01. Annual Meetings. Annual meetings of the Unit Owners shall be held at a location, date and time as determined by the Board of Directors for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses and assessments and for such other purposes as may be determined by the Board of Directors and/or as required by the Declaration and these By-Laws.

Section 2.02. Special Meetings. A special meeting of the members of the Association may be called by written petition from the President, Vice-President, Secretary, by a majority of the Board of Directors or upon a written petition of a majority of the Unit Owners. The resolution or petition shall state the purpose for which the meeting is to be called and no business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.03. Notice and Place of Meetings. All meetings of the members of the Association shall be held in Bloomington, Indiana, at a location 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 ten (10) 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.

Section 2.04. Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice. In addition, attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Quorum. Unless otherwise provided in these By-Laws or the Declaration, a majority of the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 2.06. Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

Section 2.07. Voting. Each Unit Owner shall be entitled to one vote per Unit owned. In addition, the following rules shall be applicable to the issue of voting:

- (a) If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to the Unit. If more than one of the owners is present, the vote allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of those owners. There is majority agreement if any one of the owners casts the vote allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.
- (b) Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. To be valid, proxies must be presented to the Board of Directors before the appointed time of the meeting. A Unit Owner may revoke a proxy given under this Section only by actual written notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.
- (c) The vote of a corporation, limited liability company or business trust may be cast by any officer or manager of such corporation, limited liability company or business trust in the absence of express notice of the designation of a specific person by the Board of Directors, By-Laws or Operating Agreement of the owning corporation, limited liability company or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, limited liability company, partnership or business trust owner is qualified so to vote.

Section 2.08. Order of Business at Annual Meeting. The order of business at all annual meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure) and certification of proxies.
- (b) Proof of notice of meeting or certificates as to waivers.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of the Board and of any Committees.
- (e) Election of inspectors of election (when required).
- (f) Election of Directors of the Board.
- (g) Ratification of Budget (if required and noticed).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 2.09. Order of Business at Other Meetings. The order of business at all other meetings of the Unit Owners shall as much as practical conform to the order of business at the annual meeting insofar as the special purpose of such other meetings will permit.

### ARTICLE III Board of Directors

Section 3.01. Purpose. The affairs of the Association and Quail Ridge Condominiums shall be governed and managed by the Board of Directors (herein collectively referred to as the "Board of Directors," the "Board" or the "Directors" and individually referred to as a "Director").

Section 3.02. Number of Directors and Term of Office of Directors. The Board of Directors shall be composed of between three (3) and five (5) persons. No person shall be eligible to serve as a Director unless said person is a Unit Owner. In addition, where an Owner consists of more than one person or is a partnership, corporation, limited liability company, trust or other legal entity, then one of the persons constituting the multiple Owner, an officer, director, manager, shareholder, member, partner or trustee of a Unit Owner shall be eligible to serve on the Board of Directors, except that no single Unit may be represented on the Board of Directors by more than one person at a time.

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. At least one-half of the Directors comprising the Board shall be elected to hold office for a term of two (2) years or until

their successors have been duly elected and qualified and the remaining Directors comprising the Board shall be elected to hold office for a term of one (1) year or until their successors have been duly elected and qualified.

Section 3.04. Removal of Director. A Director or Directors, may be removed with or without cause by majority vote of those present at a special meeting of the Owners duly called and constituted. In such case, a successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve for the remainder of the term of the Director so replaced.

Section 3.05. Resignation of Director. A Director may resign at any time by giving written notice to the Board, the President of the Board or the Secretary of the Board. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt of said notice. In the case of such resignation, a successor Director shall be elected at a special meeting of the Directors called for that purpose by majority vote of the remaining Directors.

Section 3.06. Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided or limited in the Declaration, these By-Laws or by law. The Board shall have, subject to the limitations contained in the Declaration and by law, the powers and duties necessary for the reasonable administration of the affairs of the Association and of Quail Ridge which shall include, but not be limited to, the following:

- (a) Adopt and amend By-Laws and promulgate and enforce rules and regulations pertaining to the Common Area and to Quail Ridge (the current rules and regulations of Quail Ridge are attached hereto as **Exhibit 3**);
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Declaration, By-Laws or rules and regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting Quail Ridge;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;

- (i) Cause additional improvements to be made as a part of the Common Area;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real estate or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for not more than one year, through or over the Common Area;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Area, other than Limited Common Areas and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments (regular, special and/or other) and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, By-Laws and/or the rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Dedicate any roadway located within the Community to the public use;
- (r) Exercise any other powers conferred by the Declaration, By-Laws and/or by law;
- (s) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;
- (t) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (u) By resolution, establish committees of directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to the Board.

Section 3.07. Standard of Care. In the performance of their duties, the officers and members of the Board are required to exercise the reasonable care required of fiduciaries on behalf of the Unit Owners.

Section 3.08. 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 Ten Thousand Dollars (\$10,000.00) without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) 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; and
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation. Members of the Board of Director shall not be entitled to receive any fee or compensation from the Association for their services, unless otherwise directed and established by resolution of the Unit Owners. Members are entitled to receive reimbursement for necessary out-of-pocket expenses actually incurred in connection with his or her duties as a Director.

Section 3.10. Meetings. Regular quarterly meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. 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 each such meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the Unit Owners at the place where such annual meeting of the Unit Owners is held.

Section 3.11. Special Meetings. Special meetings of the Board may be called by the President or any two (2) 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, 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 being called. Such special meetings shall be held at such place and at such time within Bloomington, Indiana, as shall be designated in the notice.

Section 3.12. 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 3.13. Quorum of Directors and Manner of Action. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.14. Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meeting of the Board.

Section 3.15. Telephonic Attendance. A Director may attend a meeting of the Board by an electronic or telephonic communication method whereby the Director may be heard by the other members, and hear the deliberations of the other members, or any matter properly brought before the Board, and his or her vote shall be counted, and his or her presence shall be noted as if he or she were present in person on that particular matter.

Section 3.16. Manager. The Board may employ a manager for the Association at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to the manager only the powers granted to the Board by these By-Laws under Section 3.06 (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board, and to fulfill the requirements of the budget.

## ARTICLE IV Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer (if elected/appointed). 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. All officers shall be members of the Board.

Section 4.02. Election/Removal of Officers. The officers of the Association shall be elected, upon majority vote, annually by the Board at the annual meeting of the Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be

removed either with or without cause and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Unit Owners and of the Board. He or she shall have all of the general powers and duties which are incident to the office of President of a not-for-profit corporation organized under the laws of the State of Indiana, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and these By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.04. The Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him or her by the Board or by the President.

Section 4.05. The Secretary. 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 have charge of such books and papers as the Board may direct and in general, perform those duties incident to the office of Secretary of a not-for-profit corporation organized under the laws of the State of Indiana. The Secretary shall 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. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.06. The Treasurer. The Treasurer, if elected/appointed shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board, and he or she shall, in general, perform all the duties incident to the office of treasurer of a not-for-profit corporation organized under the laws of the State of Indiana. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. The Treasurer may have custody of and shall have the power

to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. In the absence of a designated Treasurer, the Board shall appoint another person to handle the responsibilities identified herein as the Treasurer's.

Section 4.07. Assistant Officers. The Board may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Compensation. An officer may receive a fee from the Association for acting as such, only as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Notwithstanding this provision, however, the Board may engage a manager or managing agent to manage the affairs of the Association and agree to the fee or compensation to said manager or managing agent.

Section 4.09. Agreements, Contracts, Deeds, Checks, etc. Except as otherwise provided herein, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by an officer of the Association or by such other person or persons as may be designated by the Board.

## ARTICLE V Assessments

Section 5.01. Assessment Records. The Board shall cause to be maintained pursuant to generally accepted accounting principles, an assessment roll in which there shall be an account for each Unit. Such account shall designate the name and address of the Unit Owner(s), the account status of each Unit and the balance due toward assessments (regular, special and/or other) for each Unit. Assessments shall be collected from each Unit Owner consistent with the manner set forth herein and/or in the Declaration.

Section 5.02. Proposed Annual Budget. Annually, on or before the date 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 and assessments for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The 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 (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The following terms and conditions shall apply to the Regular Assessments of the Association's members:

- (a) The annual budget as adopted shall, based on the estimated expenditure requirement for the Common Expenses and assessments in the ensuing year as set forth in said budget, contain a proposed assessment against each Unit. Following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in equal monthly or quarterly installments. Payment of the installments of the Regular Assessment shall be made to the Board of Directors or Managing Agent.
- (b) The Common Expenses shall include, but are not limited to, the following:
  - (1) The expenses, costs and charges incurred in connection with the administration, operations and management of the Association, Common Areas, including any Association equipment and/or fixtures ("equipment") located upon said Common Areas;
  - (2) The cost of maintenance, repair, replacement and restoration of the Common Areas and equipment, or any part thereof;
  - (3) The cost of all insurance premiums on all policies of insurance required or which have been obtained by the Board of Directors pursuant to the provisions of these By-Laws and/or the Declaration;
  - (4) Such amounts as the Board of Directors may deem proper for the convenience, comfort and well being of the Owners, and for the operation, management, and maintenance of the Real Property, including, without limitation, an amount for working capital of the Association, for a capital improvement reserve and to make up any deficit in the Common Expenses for any prior year;
  - (5) In proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas and facilities upon such Limited Common Areas, if any, and
  - (6) Any other expense lawfully agreed upon.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws or the Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each

Unit in a uniform manner (hereinafter referred to as a "Special Assessment"). The Board shall allow each Owner not less than thirty (30) days from the date of notice to the Owners to satisfy any such Special Assessment.

Section 5.05. Other Assessments. In addition to Regular Assessments and Special Assessments, the Board may levy other assessments against any one or several of the Unit Owners (but less than all) for the purposes set forth in the Declaration and for violations of the Declaration, these By-Laws and/or the rules and regulations applicable to Quail Ridge. Such other assessments shall be payable at the times, amounts and manner as determined by the Board.

Section 5.06. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular, Special and Other Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular, Special or Other Assessment when due, a lien for such Assessment on the Owner's Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. In any action to recover a Regular, Special or Other Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Unit.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair to the improvements and other facilities within or on such Owner's Unit, which, if neglected, would affect the value of the Real Property and is the responsibility of the Owner to make personally pursuant to the Declaration.

## ARTICLE VI Enforcement of By-Laws

Section 6.01. Abatement and Enjoyment of Violations by Unit Owners. In the event of any violation of the provisions of these By-Laws, the Declaration and/or any rules and regulations adopted by the Board, then after notice to the offending Unit Owner and the offending Unit Owner's right to be heard (except in case of an emergency), in addition to any other rights set forth in these By-Laws, the Board and or its agents shall have the right to act as follows:

- (a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the offending Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Area contrary to the intent and meaning of the provisions of these By-Laws, the Declaration and/or any rules and regulations adopted by the Board, and in such case the Board

and its agents shall not thereby be deemed liable for any manner of trespass; and/or

- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such offense.

Section 6.02. Fine for Violation. The Board shall have the right, following notice to the offending Unit Owner and the offending Unit Owner's right to be heard, to levy a fine of up to Twenty-five Dollars (\$25.00) per day for each day that a violation of these By-Laws, the Declaration and/or any Rules and Regulations adopted by the Board persists, but that the total fine amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

## ARTICLE VII Record Keeping

Section 7.01. Generally. The Association shall maintain financial records in accordance with generally acceptable accounting principles. All records maintained by the Association or by any managing agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and following reasonable notice.

Section 7.02. Records. The Association shall keep and maintain the following records:

- (a) As previously stated, an account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each Mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Regular, Special and/or Other assessment as to each Unit, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees due and payable by the Unit Owner.
- (c) A record of any capital expenditures in excess of Three Thousand Dollars (\$3,000.00) approved by the Board for the current and next two succeeding fiscal years.
- (d) A record of the amount, and an accurate account of, the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project.

- (e) The most recently regularly prepared balance sheet and income and expense statement, if any, of the Association.
- (f) The current operating budget.
- (g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (h) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (i) A record of any alterations or improvements to the Units or Limited Common Area which violate any provisions of the Declarations of which the Board has knowledge.
- (j) A record of any violations, with respect to any portion of the Real Property, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board has knowledge.
- (k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Area.
- (l) Such balance sheets and other records required by Indiana corporate law.
- (m) Tax returns for state and federal income taxation.
- (n) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of directors and waivers of notice.

**ARTICLE VIII**  
**Amendments to the By-Laws**

Section 8.01. Amendments to the By-Laws shall be proposed by either a majority of the Board of by thirty percent (30%) of the Unit Owners. Proposed amendments shall be provided to the Unit Owners, in writing, for review. Thereafter, at a meeting called for the purpose of amending the By-Laws, amendments to the By-Laws may be adopted upon approval of at least sixty-six and two thirds percent (66.67%) of the Unit Owners. Amendments to the By-Laws shall be recorded in the office of the Recorder of Monroe County, Indiana.

**ARTICLE IX**  
**Miscellaneous Provisions**

Section 9.01. Right of Board to Adopt Rules and Regulations. The Board may promulgate rules and regulations regarding the operation of the Real Property, including but not limited to the use of the Common Areas and equipment located thereon, 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. Attached hereto as Exhibit C and incorporated herein are the Rule and Regulations of the Association pertaining to the Quail Ridge Condominiums which are in effect as of the date of these By-Laws.

Section 9.02. Fiscal Year. Unless otherwise decided by majority vote of the Board, the fiscal year shall begin on the first (1<sup>st</sup>) day of January in each calendar year.


Section 9.03. Indemnification. The Directors and officers of the Association shall be subject to the liabilities and responsibilities, and entitled to indemnification, as provided pursuant to the Indiana Not-for-Profit Corporation Act, as amended or superseded, the provisions of which are hereby incorporated by reference and made a part hereof.

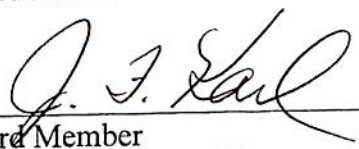
Section 9.04. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or have occurred.

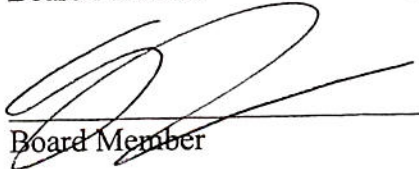
**ATTEST:**

This Restatement of By-Laws is effective as of the date first shown above and is adopted consistent with the terms for amendment of By-Laws as stated in the original By-Laws and is hereby adopted following proposal by a majority of the Board of Directors and approval by sixty-six and two-thirds (66.67%) of the Owners present at that certain special meeting called for the purpose of amending the By-Laws and approving this Restatement of By-Laws. Proof of proposal by a majority of the Board of Directors is indicated by signature of all members of the Board below and proof of approval by sixty-six and two-thirds (66.67%) of the Owners is indicated on Exhibit B wherein fifteen (15) Unit Owners of the twenty (20) total Unit Owners in the Association indicated their written approval.

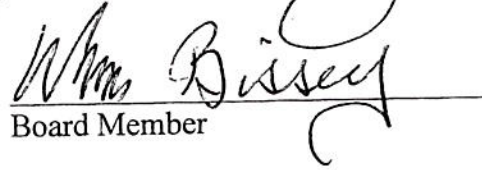
**QUAIL RIDGE OWNERS ASSOCIATION, INC.**

  
Board Member

  
Board Member

  
Board Member

  
Board Member

  
Board Member

\_\_\_\_\_  
Board Member



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared

Joanne Sabbagh

representing all Board Members of the Quail Ridge Owners Association, Inc. each of whom acknowledged the execution of the foregoing Restated By-Laws for and on behalf of the Declarant.

WITNESS my hand and Notarial Seal this 24 day of August, 2008.

My Commission Expires:

7/22/09

[Signature]

Notary Public

Amber M. Miller

Written Name



**AMBER M. MILLER**  
Resident of Monroe County, IN  
Commission Expires: July 22, 2009

## **LEGAL DESCRIPTION**

A part of the Northeast quarter of Section 17, Township & North, Range 1 West, Monroe County, Indiana, described as follows; beginning at a point on the North line of a 30.00 feet wide private road easement that is 50.02 feet North and 1749.45 feet East of the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 17; thence leaving said North line and running North 49° 53' 24" East for 420.73 feet; thence North 56° 35' East for 123.86 feet; thence North 72° 50' East for 90.00 feet; thence North 82° 50' East for 100.57 feet; thence South 75° 10' East for 87.22 feet; thence South 24° 40' East for 46.72 feet; thence South 14° 00' East for 291.58 feet and to the North line of said 30.00 feet wide private road easement; thence running on and along said North line the following directions and dimensions; South 64° 39' West for 109.39 feet; thence North 87° 48' West for 162.08 feet; thence North 88° 55' West for 524.55 feet and to the point of beginning,. Containing in all 4.51 acres more or less.

Also an easement for ingress and egress 30.00 feet of even width, lying 15.00 feet on both sides of the following described line: Beginning at a point that is 35.05 feet North and 1749.17 feet East of the Northwest corner of the Southeast quarter of the Northwest quarter of the said Section 17; thence South 88° 55' East for a distance of 524.40 feet; thence South 87° 48' East for a distance of 165.61 feet; thence North 64° 39' East for a distance of 110.06 feet; thence North 54° 30' East for a distance of 91.90 feet; thence North 47° 45' East for a distance of 100.00 feet; thence North 65° 00' East for a distance of 70.00 feet; thence North 86° 30' East for a distance of 70.00 feet; thence South 88° 07' East for a distance of 353.28 feet to the centerline of South Rogers Street.

**EXHIBIT 1**

SIGNATURE PAGE

Date: 6-17-08

Betty Jo McCutchen  
Signature

614 SOUTAR  
Unit Number

BETTY JO MCCUTCHEN  
Printed Name

Date: 6-17-08

Barbara Joseph  
Signature

2941 S. Soutar  
Unit Number

Barbara Joseph  
Printed Name

Date: 06-17-08

William Bissey  
Signature

2901 S. SOUTAR  
Unit Number

WILLIAM BISSEY  
Printed Name

Date: 6-17-08

Dean M Allison  
Signature

2944 S. O'NEAL DR  
Unit Number

DEAN M. ALLISON  
Printed Name

Date: 06/17/08

Robert E. Williams  
Signature

612 SOUTAR DR.  
Unit Number

ROBERT E. WILLIAMS  
Printed Name

Date: 06-17-08

Debra Beck  
Signature

618 Soutar Dr.  
Unit Number

Debra Beck  
Printed Name

Date: 6/17/08

J. F. Karl  
Signature

2911 SOUTAR  
Unit Number

J. F. KARL  
Printed Name

Date: 6/17/08

614  
Unit Number

MIKE HALL  
Signature

M. Hall 34 Karl  
Printed Name

Date: 6/17/08

2917  
Unit Number

J.F. Karl  
Signature

J. F. KARL  
Printed Name

Date: 6-17-08

606 W. Souter Dr.  
Unit Number

Adam Estes  
Signature

Adam Estes  
Printed Name

Date: 6-17-08

604 W. Souter Dr.  
Unit Number

Adam Estes proxy for Jeff Overton  
Signature

Jeff Overton  
Printed Name

Date: 6-17-08

29230' Neal Dr.  
Unit Number

Adam Estes proxy for Justin Lovelace  
Signature

Justin Lovelace  
Printed Name

Date: 6-17-08

602 W. Souter Dr.  
Unit Number

Adam Estes proxy Steve Dawson  
Signature

Steve Dawson  
Printed Name

Date: 6-17-08

2921 S. Souter  
Unit Number

Adam Estes proxy for Bill Sibbitt  
Signature

Bill Sibbitt  
Printed Name

Date: 6-17-08

2921 S. Soutar Dr  
Unit Number

Date: 6-17-08

610 W. Soutar  
Unit Number

Date: 6/17/08

A2-2931 S. SOUTAR  
Unit Number

Date: 6-17-08

611 W. SOUTAR  
Unit Number

Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Number

Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Number

Admit pray for Bill Sibbitt  
Signature

Bill Sibbitt  
Printed Name

Marie Canning  
Signature

MARIE CANNING  
Printed Name

Fleurette M. Benckart  
Signature

F M BENCKART  
Printed Name

Dean M. Allinson for Katherine Fricke  
Signature

KATHERINE FRICKE  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

2015004484 COV RES \$21.00  
04/10/2015 02:51:27P 6 PGS  
Eric Schmitz  
Monroe County Recorder IN  
Recorded as Presented



**SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF QUAIL RIDGE CONDOMINIUMS**

Recorded in the Office of the Recorder  
of Monroe County, Indiana  
consisting of 5 pages, numbered 1 through 5

**SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF QUAIL RIDGE CONDOMINIUMS**

THIS SECOND AMENDED DECLARATION, together with the Secretary's Certificate Regarding Amendment of Declaration and the Resolution of Unit Owners to Amend Declaration, attached hereto and made a part hereof, are made and executed on the 3rd day of February 2015, by Quail Ridge Owners Association, Inc. ("Association"), on behalf of the Unit Owners of Quail Ridge Condominiums ("Unit Owners"), pursuant to the provisions of the Indiana Horizontal Property Act and in accordance with the terms and provisions of Article VIII of the By-Laws of Quail Ridge Owners Association, Inc. and Article XIV of the Declaration of the Covenants, Conditions and Restrictions of Quail Ridge Condominiums, duly filed for record in Miscellaneous Book 95, Pages 339-399, on or about November 13, 1976 in the Office of the Recorder, Monroe County, Indiana, as amended from time to time (collectively "Declaration").

STATEMENT OF PURPOSE

WHEREAS, by the Declaration, the affirmative vote of at least sixty-six and two-thirds percent (66.67%) of the Unit Owners may amend the Declaration.

WHEREAS, the Declaration does not currently limit the Association's responsibility for the payment of Common Area expenses.

WHEREAS, as set forth in the Secretary's Certificate Regarding Amendment of Declaration and the Resolution of Unit Owners to Amend Declaration attached to this Second Amended Declaration, sixty-six and two-thirds percent (66.67%) of all Unit Owners cast their votes to amend the Declaration to limit the annual contribution of the Association for Common Area expenses.

NOW, THEREFORE, the Unit Owners, pursuant to the provisions in Article XIV of the Declaration, hereby amend said Declaration as follows:

Article V, Section 6 of the Declaration shall be, and hereby is amended to read as follows:

Section 6. Common Area Maintenance. Subject to the payment provisions of Article VI, Section 1(e), the maintenance, repair, replacement, management, operation and use of the Common Area shall be the responsibility of the Association's Board but nothing herein shall be construed so as to preclude the Board from delegating these duties to a manager or agent.

Article VI, Section 1 of the Declaration shall be, and hereby is amended to read as follows:

Section 1. Association Repairs. The Association, subject to paragraph (e), at its expense, shall be responsible for the maintenance, repair and replacement of the following:

(a) Those portions, if any of each Unit which contributes to the support of a Building excluding, however, interior walls, ceilings and floor surfaces.

(b) The maintenance, repair and replacement of all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located with the boundaries of a Unit and forming a part of any system servicing more than one Unit, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets or which may be the responsibility of an individual Owner pursuant to Section 3 of this Article, or any other provision of this Declaration.

(c) The maintenance, repair and/or replacement, as needed, of all portions of a Unit which constitute part of the exterior of a Building.

(d) The maintenance, repairs and replacements of the Common Area (and Limited Common Area as limited by and subject to the provisions of Article V, Section 7 and elsewhere herein), which are a portion of the Common Expenses, subject to the By-Laws and/or Rules of the Association.


(e) With respect to (a), (b), (c) and (d) above, the expense of the Association shall be limited to not more than One Thousand, Five Hundred Dollars (\$1,500.00) per calendar year per Unit. Funds not expended for a particular Unit shall not accumulate from year-to-year. The responsibility of the Association to pay expenses shall be contingent upon the affected Owner(s) being current in the payment of Common Expenses and Common Charges. The Owner(s) of an affected Unit shall be responsible for the payment of expenses that exceed the sum of One Thousand, Five Hundred Dollars (\$1,500.00) in any calendar year.

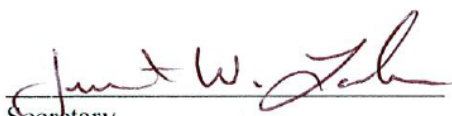
Except as set forth herein, the Declaration and Exhibits shall remain in full force and effect.



IN WITNESS WHEREOF, the Unit Owners have caused this Second Amended Declaration to be executed the day and year written above.

**QUAIL RIDGE OWNERS ASSOCIATION, INC.**


By:   
President  
Adam Estes  
Printed Name

By:   
Secretary  
Justin W. Lovelless  
Printed Name

STATE OF INDIANA     )  
                                          ) SS:  
COUNTY OF MONROE    )

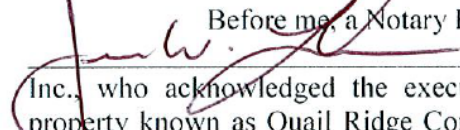
Before me, a Notary Public in and for said County and State, personally appeared Adam D Estes as President of Quail Ridge Owners Association, Inc., who acknowledged the execution of the foregoing Second Amended Declaration for property known as Quail Ridge Condominiums, and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

My County of Residence:  
Lawrence  
My Commission Expires:  
02/16/2016

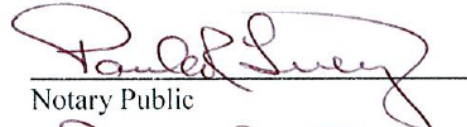
  
Notary Public  
Paula R. Tirey  
Printed Name

**PAULA R. TIREY**  
**NOTARY PUBLIC**  
**SEAL**  
**LAWRENCE COUNTY, STATE OF INDIANA**  
**MY COMMISSION EXPIRES FEBRUARY 16, 2016**

STATE OF INDIANA     )  
                                          ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared  as Secretary of Quail Ridge Owners Association, Inc., who acknowledged the execution of the foregoing Second Amended Declaration for property known as Quail Ridge Condominiums, and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

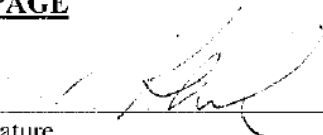
My County of Residence:  
Lawrence  
My Commission Expires:  
02/16/2016

  
Notary Public  
Paula R. Tirey  
Printed Name

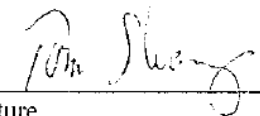
**PAULA R. TIREY**  
**NOTARY PUBLIC**  
**SEAL**  
**LAWRENCE COUNTY, STATE OF INDIANA**  
**MY COMMISSION EXPIRES FEBRUARY 16, 2016**

**SIGNATURE PAGE**

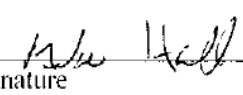
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2911  
Unit Number

  
Signature  
JIM KARL  
Printed Name


② Date: ~~2/4/15~~ 2/3/15  
2941  
Unit Number

  
Signature  
TOM SHARP  
Printed Name

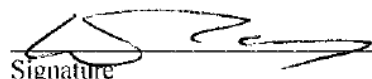
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616  
Unit Number

  
Signature  
MIKE HALL  
Printed Name

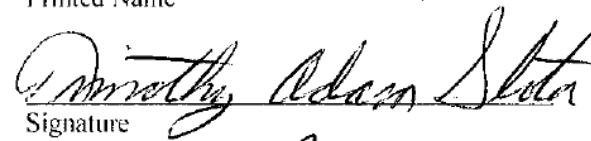
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2923  
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JANICE LOVELESS  
Printed Name

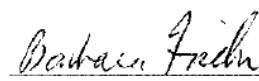
⑤ Date: 2.3.15  
602  
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William & Susan Thornbury  
Printed Name

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2901  
Unit Number

  
Signature  
TIMOTHY ADAM SOTA  
Printed Name

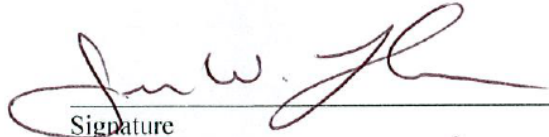
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618  
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BARBARA FISCHER  
Printed Name

8

Date: 2/3/15

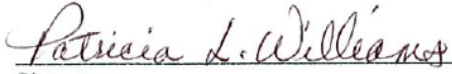
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Justin W. Couchess  
Printed Name

9

Date: 2/3/15

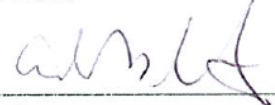
612  
Unit Number

  
Signature  
PATRICIA L. WILLIAMS  
Printed Name

10

Date: 2/3/15


606  
Unit Number

  
Signature  
Adam Estes  
Printed Name

11

Date: 2/3/15

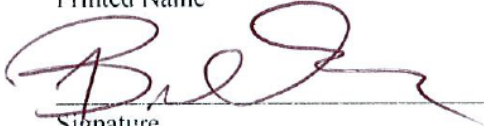
608  
Unit Number

  
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Adam P. Estes  
Printed Name

12

Date: 3/3/15


614  
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Signature  
Brandon Shelby  
Printed Name

13

Date: 3-3-15

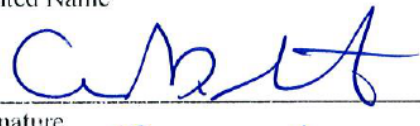
602  
Unit Number

 by proxy  
Signature  
Jim Hammond  
Printed Name

14

Date: 3-3-15

604  
Unit Number

 by proxy  
Signature  
self overtan  
Printed Name