

**AMENDED AND RESTATED BY-LAWS OF**

**WELLINGTON NORTHEAST NEIGHBORHOOD ASSOCIATION, INCORPORATED**

An Indiana Nonprofit Corporation

COMES NOW the Wellington Northeast Neighborhood Association, Incorporated (hereinafter “**Association**”), by its Board of Directors, and states as follows:

WITNESSETH THAT:

The residential community in Noblesville, Hamilton County, Indiana commonly known as Wellington Northeast was established upon the recording of certain Plats with the Office of the Recorder for Hamilton County, Indiana; and

The Plats for Wellington Northeast included restrictions, limitations and covenants that will be referred to hereafter as the “**Plat Covenants**”; and

The Association was incorporated as a nonprofit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on June 19, 1989; and

The Association’s Board of Directors adopted By-Laws for the Association, the last version being adopted in October of 1995; and

The By-Laws in Article XIV, Section 1, state that the By-Laws may be altered, amended, repealed, or added to be an affirmative vote of not less than ten percent (10%) of the voting membership; and

The Board of Directors desires to amend the By-Laws of the Association.

WHEREFORE, the following Amended and Restated By-Laws for the Association, Inc. is hereby approved and adopted by the Board of Directors of the Association, Inc. after being approved by the membership. The following By-Laws shall supersede and replace all former By-Laws of the Association.

Exhibit to the  
Amended, Restated and Consolidated Covenants  
for All Sections of Wellington Northeast

**AMENDED AND RESTATED CODE OF BY-LAWS OF  
WELLINGTON NORTHEAST NEIGHBORHOOD ASSOCIATION, INCORPORATED**

An Indiana Nonprofit Corporation

**ARTICLE 1**

**NAME**

Section 1.1. Name. The name of this corporation is Wellington Northeast Neighborhood Association, Incorporated (hereinafter referred to as “Association”).

**ARTICLE 2**

**IDENTIFICATION & APPLICABILITY**

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Wellington Northeast subdivisions and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 2.2. Individual Application. Each of the Owners within the Wellington Northeast subdivision shall automatically and mandatorily be Members in the Association and be entitled to all the privileges and subject to all the obligations thereof. All Owners, by their acceptance of their respective deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Plat Covenants, the Articles of Incorporation, the rules and regulations of the Association and of the provisions hereof, all as may be amended. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot shall be subject to the rules, restrictions, terms, and conditions set forth in the Plat Covenants, the Articles of Incorporation, these By-Laws, the mandatory provisions of the Indiana Homeowners Association Act (the “**HOA Act**”), and the Indiana Nonprofit Corporation Act of 1991 (the “**Nonprofit Act**”), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Plat Covenants are incorporated herein by reference. All the covenants, rights, restrictions, and liabilities contained in the Plat Covenants shall apply to and govern the interpretation of the Articles of Incorporation and these By-Laws, both as may be amended. The definitions and terms, as defined and used in the Articles of Incorporation and the Plat Covenants, shall have the same meaning in these By-Laws.

## ARTICLE 3

### MEMBERS OF THE ASSOCIATION

Section 3.1. Members. Every person or entity who owns one or more Lots, including contract sellers, shall automatically upon becoming an Owner of a Lot be and become a General Member (defined below) of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3.2. Rights, Preferences, Limitations and Restrictions of Classes. All members of the same Class shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other members of that Class. All members shall abide by the Articles of Incorporation, these By-Laws, the rules and regulations adopted by the Board of Directors, and all covenants, restrictions and other provisions contained in the Plat Covenants.

Section 3.3. Classes of Members. The Association shall have two (2) classes of membership as follows:

- a. General Members – includes ALL Owners of Lots within any section of Wellington Northeast. General Members are obligated to pay the Regular Assessments and Special Assessments as described in Article 8 of these By-Laws. General Members will be able to use and enjoy the three parks, the playgrounds and the basketball courts.
- b. Recreational Members – includes those Owners who voluntarily elect to pay an additional amount on a year-to-year basis to use and enjoy the recreational amenities of the Association, including two swimming pools, and tennis courts. However, as of January 1, 2020, all purchasers of Lots shall be mandatory Recreational Members. Those Owners of Lots purchased before that date will continue to be voluntary Recreational Members if they so choose on a year to year basis. All Recreational Members must abide by the rules and regulations governing use of the Association's recreational facilities established and approved by the Association's Executive Committee. Recreational Members shall pay the Recreational Assessments as described in Article 8 of these By-Laws.
- c. Assessments. The obligations of the General Members to pay the Regular Assessments and Special Assessments, and the obligations of the Recreational Members to pay the Recreational Assessments, are more fully described in Article 8 below.

Section 3.4. Transfer of Membership. Membership shall be appurtenant to an Owner's ownership of a Lot, may not be separate from said ownership, and shall automatically pass to the heirs, successors and assigns of an owner upon the recordation of the change in fee simple ownership of the Lot in the Hamilton County Recorder's Office.

## ARTICLE 4

### MEETINGS OF ASSOCIATION

Section 4.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, receiving and approving the annual budget (if necessary), and for such other purposes as may be required by the Plat Covenants, these By-Laws, the Articles, the HOA Act, or the Nonprofit Act.

Section 4.2. Annual Meeting and Semi-Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of September of each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members 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. In addition to the annual meeting, there shall be a semi-annual meeting for the Members held in the month of March or April of each year, with the specific date, time and place to be determined by the Board of Directors. At the semi-annual meeting, the Board of Directors shall report to the Members to update them on things arising after the annual meeting.

Section 4.3. Special Meetings. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. 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 to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may:

- (a) set the date, time, and place for the special meeting; and
- (b) send out the notice for the special meeting to the other Members.

Section 4.4. Notice and Place of Meetings. All meetings of the Members of the Association shall be held within Wellington Northeast or at any suitable place in Hamilton 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 Member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice. If at any meeting an amendment to the Plat Covenants, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Members at their respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Members is adjourned to a different date, time or

place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Act before adjournment.

In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by email. Any Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

#### Section 4.5. Voting.

(a) Number of Votes. Each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Officers and Section Representatives, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each office and Section Representative position being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available positions.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be Members of the Association, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date of its execution. To be valid, a proxy must contain:

1. The name and address of the Owner who is giving the proxy;
2. The name of the person being appointed as proxy;
3. The date on which the proxy is given;
4. The date of the meeting for which the proxy is given;

5. The signature of the Owner who is giving the proxy; and
6. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy is only valid for one hundred eighty (180) days from the date it is signed. A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the proxy appointment was to be used.

(e) Quorum. Except where otherwise expressly provided in the Plat Covenants, the HOA Act, or the Nonprofit Act, the presence of Owners or their duly authorized proxy holders owning at least ten percent (10%) of the total number of Lots shall constitute a quorum at all meetings. The Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum.

(f) Suspension of Voting Rights. To be considered in "Good Standing", a Member cannot be more than six (6) months delinquent in any payment due to the Association (or for such lesser period as may be permitted under the HOA Act). If a Member is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors or Executive Committee. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

(g) Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Plat Covenants or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Members to participate in Association actions. The Board of Directors shall have discretion to provide for such procedures and to set the terms of use.

Specifically, the Board of Directors shall have the power to authorize voting by the Members through a secure, internet-based online voting system ("electronic voting"). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Lot Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

Section 4.6. Conduct of Annual Meeting. The Chair of the annual meeting shall be the President of the Association. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) Verification of Quorum. The Secretary shall report to confirm whether a quorum is represented at the meeting in person and by proxy.

(2) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto, unless such reading is waived by a majority of the votes cast.

(3) 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 year-to-date and the proposed budget for the next year.

(4) Budget. The proposed budget for the following year shall be presented to the Members for approval or amendment, if necessary. See Section 8.1 below as to what action is necessary to approve the budget at the September annual meeting.

(5) Reports of Officers.

(6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations as assigned by the Executive Committee shall be presented.

(7) Election of Board of Directors and Executive Committee Members. See Article 5 below.

(8) 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 votes cast.

(9) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting. Upon proper Motion and approval of a majority of the votes cast, all meetings may be adjourned to a later date pursuant to the Nonprofit Act.

Section 4.7. Conduct of Special Meeting. The President of the Association shall act as Chair of any special meetings of the Association. The Chair shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 4.8. Written Ballots. In lieu of any annual or special meeting of the Members, written, "mail-in" ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act.

Section 4.9. Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Members by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

- (A) Notices of Annual or Special Meetings
- (B) Proxies and Ballots
- (C) Proposed and finalized Annual Budgets
- (D) Nominees for the Board of Directors for an upcoming election
- (E) List of current members of the Board of Directors
- (F) Recorded copy of the Plat Covenants and all amendments thereto
- (G) The By-Laws and Articles of Incorporation and all amendments thereto
- (H) Architectural Control Request for Change form
- (I) Rules and Regulations adopted by the Board of Directors
- (J) Invoices, statements or coupon booklets for payment of Assessments
- (K) Voting through a secure website or equivalent
- (L) Payment of Assessments through a secure website or equivalent

In lieu of the above, any Owner can choose to receive documents by regular mail by notifying the Association in writing.

Section 4.10. Failure to Reach Quorum. As is set forth in the HOA Act and Nonprofit Act, the failure to achieve a quorum at a meeting does not exempt any Member from, or create an affirmative defense for, any Member with respect to: (1) the Member's obligations under the Plat Covenants, the Articles of Incorporation or these By-Laws, or (2) the Member's obligations to otherwise abide by the provisions of the Plat Covenants, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Officers and Executive Committee members then in office shall continue to serve until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified.

Section 4.11. Applicable Procedure. All Association meetings shall be governed by Robert's Rules of Order except as otherwise stated in these By-Laws or Indiana law.

## **ARTICLE 5**

### **ELECTIONS**

Section 5.1. The election of the four (4) Officers of the Association, the Section Representatives, and the Chair of the Architectural Committee shall be conducted by the Nominating and Election Committee, which committee shall consist of at least four (4) members (excluding the President) appointed by the President and approved by the Executive Committee. The Nominating and Election Committee shall conduct a thorough search for qualified candidates eligible to hold an elected position in the Association and they shall select a slate of at least one candidate for each such position. The slate of candidates shall be submitted to the Executive Committee for approval. The approved

slate of candidates shall be provided to each member at least ten (10) days prior to the September membership annual meeting.

Section 5.2. The election of the four (4) Officers, the Section Representatives, and the Chair of the Architectural Committee shall take place at the September membership annual meeting. In addition to the slate of candidates selected by the Nominating and Election Committee, candidates may be nominated from the floor. Members nominated from the floor shall be subject to the same requirements and qualifications as members nominated by the committee. The Nominating and Election Committee shall be the final authority with respect to determination of such requirements and qualifications.

Section 5.3. No member shall be nominated for any elected position unless he or she shall have first expressed to the Nominating and Election Committee or the person nominating him or her a willingness to serve if elected. Any member nominated from the floor must be present at the meeting, or written confirmation of the candidate's willingness to serve must be presented.

Section 5.4. The term for Officers as well as Section Representatives and the Chair of the Architectural Committee shall be one (1) year and shall commence on October 1st following the September election.

Section 5.5. No member of the Nominating and Election Committee shall be a candidate for an elected position.

Section 5.6. If there are two (2) or more nominees for an elected open position, voting for the election of elected positions shall be by secret ballot. All written ballots shall be provided by the Nominating and Election Committee and there shall not appear in any place on the ballot any mark or marking that might tend to identify the member who cast the ballot. However, if there is only one nominee for a particular open position, the Chair of the meeting shall dispense with the necessity of a written ballot and instead shall call for a voice vote or a show of hands from the membership. The Nominating and Election Committee shall tabulate results and report the same to the membership at the meeting.

Section 5.7. A majority vote of the members present in person and by proxy and eligible to vote shall be necessary to elect a candidate to an elected position. In the event of ties or the failure of a candidate to receive a majority vote, the Nominating and Election Committee shall select the candidate, or at their sole discretion, establish a method of resolving the same.

## **ARTICLE 6**

### **BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE**

Section 6.1. General Powers. Subject to the limitations of the Articles of Incorporation, these By-Laws and the Nonprofit Act concerning corporate action that must be authorized or approved by the members of the Association, all corporate powers shall be exercised under the authority of the Board of Directors. However, the management and affairs of the Association shall be controlled by an Executive Committee composed of the Board of Directors, one (1) representative from each Section of

the Wellington Northeast subdivision, the immediate past President of the Association, and the Chair of the Architectural Committee.

Section 6.2. Number, Qualification, Election and Tenure. The Board of Directors shall be composed of four (4) persons who each own at least one (1) Lot and who are in Good Standing. The Board of Directors shall consist of the four (4) Officers of the Association, those being the President, Vice-President, Secretary and Treasurer who shall be elected by the membership at the annual meeting. The term of office shall commence on October 1st following election and all terms shall be for one (1) year.

Section 6.3. Executive Committee.

1. Officers. The four (4) Officers of the Executive Committee shall be those elected by the membership at the September annual meeting. The President shall be the Chairperson of the Executive Committee by virtue of his or her office as President of the Association.
2. Meetings. Regular meetings of the Executive Committee may be held at such time and place as shall be determined from time to time by a majority of the Executive Committee's members. No written or verbal notice need be given for regularly scheduled Executive Committee meetings of which the Committee's members are already aware. For all other Executive Committee meetings, the Secretary shall give notice of such meetings to each Officer and Executive Committee member personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Executive Committee may be called by the Chairperson or any two (2) members of the Board of Directors. Semi-annual meetings shall be held each September at least one (1) week prior to the semi-annual meetings of the membership. To the extent provided in the Nonprofit Act, an Executive Committee member may conduct or participate in a regular or special meeting of the Executive Committee through the use of conference telephone or any means of communication by which all Executive Committee members participating may simultaneously hear each other during the meeting. An Executive Committee member participating in a meeting by this means is considered to be present in person at the meeting.
3. Quorum and voting. One-third (1/3) of the Executive Committee shall constitute a quorum, provided however, such one-third (1/3) includes at least two (2) members of the Board of Directors. The vote of a majority of the Executive Committee present at a meeting at which a quorum is represented shall constitute the action of the Executive Committee. Each member of the Executive Committee shall be one (1) vote.
4. No compensation. All members of the Executive Committee shall serve without compensation.
5. Vacancies. A vacancy in the office of President shall be filled by the Vice President. Vacancies in any other office in the Executive Committee shall be filled for the balance of the unexpired term by a majority vote of the remaining members of the Executive Committee.
6. Notice and Waiver. Notice of any special meeting of the Executive Committee shall be given at least three (3) days prior thereto by written notice delivered personally or by mail

to each Executive Committee member. If mailed such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid. Any Executive Committee member may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of an Executive Committee member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when an Executive Committee member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened. In lieu of written notices, an Executive Committee member may elect to receive notices of Executive Committee meetings by email. Any Executive Committee member choosing email shall be deemed to have waived the right to receive notices by U.S. Mail or personal delivery. However, any such Executive Committee member shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices pursuant to the above.

Section 6.4. Section Representatives. At the Association's annual meeting, the Members within a particular Section will elect their Section Representative. For example, the Members who own a Lot in Section 3 of Wellington Northeast will elect the Section Representative for that Section 3. To be eligible to be elected and to serve, a Section Representative must be in Good Standing and also an Owner of a Lot in that particular Section. The elected Section representatives shall:

1. Serve on the Executive Committee and strive to attend all regular and special meetings.
2. Distribute all Association material to members of their section.
3. Act as liaison between the Executive Committee and members of their section.

Section 6.5. Removal. One or more Directors or Section Representatives may be removed by the Members with or without cause if the number of votes cast to remove would be sufficient to elect the Director or Section Representative at a meeting to elect the same. A Director or Section Representative may be so removed by the Members of the Association only at a meeting called for the purpose of removing the Director or Section Representative. The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director or Section Representative. In such case, his or their successor(s) shall be elected at the same meeting from eligible Members nominated at the meeting to serve for the remainder of the term(s) of the removed Director or Section Representative.

Section 6.6. Duties of the Executive Committee. The Executive Committee shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Executive Committee's business judgment, the following:

- (a) Protection, maintenance, insurance, repair and replacement of the common recreational facilities; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Officers, or the Executive Committee must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;

(c) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of annual meeting is mailed or delivered;

(d) Retain the services of an accounting firm for the purpose of conducting a review of the Association's income and expenses. This review will be conducted within sixty (60) days of the end of the fiscal year and will include a statement as to the accuracy of the Treasurer's fiscal year-end report.

(e) Performing such other duties as may be reasonably inferred from the provisions of the Plat Covenants, these By-Laws or the Articles of Incorporation.

Section 6.7. Powers of the Executive Committee. The Executive Committee shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To enter into contracts on behalf of the Association, to purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Executive Committee;

(b) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Executive Committee may be necessary or desirable in connection with the business and affairs of the Association;

(c) To employ, designate, discharge and remove such personnel as in the judgment of the Executive Committee may be necessary for the maintenance, upkeep, repair and replacement of the common recreational facilities;

(d) To include the costs of all of the above and foregoing as common expenses of the Association and to pay all of such costs therefrom;

(e) To open and maintain a bank account or accounts in the name of the Association and to designate the signatories thereto;

(f) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the subdivision, provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof. All such rules and regulations shall be binding and enforceable upon each and every Lot and Owner, including all occupants, guests and invitees of any Lot or Owner, in the subdivision. Enforcement of such rules, regulations, policies and guidelines shall be subject to the remedies set forth in the Plat Covenants.

(g) To declare the office of a member of the Executive Committee to be vacant if such committee member is absent from three (3) consecutive regular meetings of the Executive Committee.

Section 6.8. Open Executive Committee Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Executive Committee shall be open to attendance by the Members of the Association. The Executive Committee may meet in private “executive sessions” to discuss owner delinquencies, contract negotiations (i.e. bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Executive Committee may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Member participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Plat Covenants and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Members agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Executive Committee. In the event that a Member is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Member may be immediately removed from the meeting. In the event that the same Member repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Member may have his or her rights to attend Executive Committee and membership meetings temporarily suspended at the discretion of the Executive Committee. The duration of such suspension shall be determined by the Executive Committee, factoring in the egregiousness of the Member’s conduct and the potential threat to the health, safety and welfare of other Members

Section 6.9. Bond. The Executive Committee may require the Treasurer and such other designees as the Executive Committee deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Executive Committee and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Executive Committee. The expense of any such bond shall be a common expense.

Section 6.10. Informal Action by Executive Committee Members. Any action required or permitted to be taken at any meeting of the Executive Committee may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Executive Committee and such written consent is filed with the minutes of proceedings of the Executive Committee.

Section 6.11. Standards of Conduct and Liability of Executive Committee Members and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Executive Committee members and Officers of the Association shall be as set forth in the Nonprofit Act and the HOA Act.

## ARTICLE 7

### OFFICERS

Section 7.1. Officers of the Association. The four (4) Officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Members of the Association at the annual meeting.

Section 7.2. The President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Executive Committee, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, and to perform such other duties as the Executive Committee may from time to time prescribe.

Section 7.3. The Vice-President. The Vice-President 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 may be imposed upon him or her by the Executive Committee or by the President.

Section 7.4. The Secretary. The Secretary shall attend all meetings of the Association and of the Executive Committee and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Association's records, 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 Executive Committee. The Secretary shall specifically see that all notices of the Association or the Executive Committee are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 7.5. The Treasurer. The Treasurer shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Executive Committee and shall keep such bank account in the name and for the exclusive benefit of the Association.

## ARTICLE 8

### ASSESSMENTS

Section 8.1. Regular Assessments and Special Assessments. Each General Member (those being ALL Lot Owners within Wellington Northeast), for each Lot in any section of Wellington Northeast now or hereafter conveyed by an Owner, hereby covenants, and each future Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Regular Assessments (also referred to as "Regular Dues"), and (ii) Special Assessments. Due dates for all Assessments shall be determined by the Executive Committee, with notice to the membership being sent at least thirty (30) days prior to the due date.

The Regular Assessment payable by a General Member may be increased by the Executive Committee for the upcoming year only if approved by sixty percent (60%) of the General Members who cast votes at the September annual meeting either in person or by a proxy that must be provided to every General Member as part of the Notice of that meeting. If the Regular Assessment would not be increased, no membership vote is necessary.

The Executive Committee may recommend a Special Assessment for any purpose payable by the General Members, but for it be levied, it must be approved by sixty percent (60%) of the General Members who cast votes at the duly called meeting either in person or by a proxy that must be provided to every General Member as part of the Notice of that meeting. A Special Assessment can be levied in this manner even if the money to be collected through the Special Assessment is solely for an amenity.

Section 8.2. Recreational Assessments. Each Owner is deemed to covenant and agree to pay to the Association Recreational Assessments if such Owner is a Recreational Member according to the following.

(a) Owners in Wellington Northeast whose deeds are filed with the Hamilton County Recorder after January 1, 2020, shall be both General Members AND Recreational Members and thus responsible for payment of the Regular, Special, and Recreational Assessments. Each such Owner hereby covenants, and each future Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association not only the Regular and Special Assessments but also the Recreational Assessments.

(b) Owners who took title to their Lots prior to January 1, 2020, shall not be under a mandatory obligation to pay the Recreational Assessments or to be a Recreational Member. Each such Owner may elect on a year to year basis whether to be a Recreational Member and to be subject to the obligation to pay the Recreational Assessment for each applicable year.

Section 8.3. Personal Obligation to Pay and Lien. All such assessments, together with late charges, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where an Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s). The Association shall, upon request of a proposed mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of any unpaid Assessment and other outstanding charges of the Association against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 8.4. Collection of Delinquent Assessments. No Owner may exempt himself or herself from paying Regular Assessments, Recreational Assessments and Special Assessments, or toward any

other expense lawfully agreed upon, by abandonment of the Lot. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board shall have the right to file a notice of assessment lien with the Hamilton County Recorder. However, the Association shall not be allowed to foreclose upon said lien. Upon the failure of any Owner to make timely payments of any assessment when due, the Association, acting through its Board of Directors, may bring a suit to recover a money judgment for any unpaid assessment. In connection with any effort to collect or in any action to recover any Assessment, regardless of whether litigation is initiated, the Association shall be entitled to recover from the Owner of the respective Lot the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees and court costs).

Notwithstanding anything contained in this Article 9, any sale, or transfer of a Lot to a mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

## ARTICLE 9

### INDEMNIFICATION

Section 9.1. Indemnification of Executive Committee Members and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an Executive Committee member or Officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Act.

## ARTICLE 10

### MISCELLANEOUS

Section 10.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 10.2. Personal Interests. No Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, committee member, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 10.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Association, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer.

Section 10.4. Committees Other than the Executive Committee. Permanent committees as well as special ad hoc committees may be created by the President with the approval of the Executive Committee as may be required to promote the objectives and interests of the Association. Members of such committees may, but need not, be members of the Board of Directors or the Executive

Committee. The chairpersons of any such committee shall be appointed by the President to serve the term as approved by the Executive Committee. The chairpersons of all such committees shall present plans of work to the Executive Committee. Committee chairpersons shall be required to report on call to the Executive Committee. No committee work shall be undertaken without the approval of the Executive Committee. Committee members may be removed at any time and for any reason. Except for the Executive Committee, the terms of the other Committee members will be determined by the Executive Committee. In the absence of any specifically set term, a Committee member's term will be indefinite.

## **ARTICLE 11**

### **GRIEVANCE RESOLUTION PROCEDURES**

Section 11.1. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Wellington Northeast subdivision and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

## **ARTICLE 12**

### **AMENDMENT TO BY-LAWS**

Section 12.1. Amendment. These By-Laws may be amended by the same procedure as is required to amend the Amended, Restated and Consolidated Wellington Northeast Covenants. Thus, these By-Laws may be amended or changed, in whole or in part, at any time upon approval by the Owners of at least sixty percent (60%) of the total number of Lots that collectively make up all Platted Sections of Wellington Northeast. Other details as to that procedure are set forth in Article 6 of the Amended, Restated and Consolidated Wellington Northeast Covenants and they are incorporated herein by this reference.

## **ARTICLE 13**

### **EXPENDITURES AND ASSOCIATION PROPERTY**

Section 13.1. Expenditures of More than Five Hundred Dollars. Individual expenditures or commitments for expenditures totaling more than Five Hundred Dollars (\$500.00) not developed and approved by the budget process described above in Section 4.6 shall require the approval of two-thirds (2/3) of the Executive Committee.

Section 13.2. Change in Use or Character of Property Owned by the Association. If the Executive Committee proposes that the use or character of property owned by the Association is to be changed or altered, the Executive Committee must send a Notice of Special Meeting to all Owners (that is, both General Members and Recreational Members) that not only specifies the date, time and location of the Special Meeting but also the Executive Committee's proposed change of the use or character of the property. By way of example, the change of a tennis court to a volleyball court would constitute such a change. The quorum for this kind of Special Meeting will not be the normal ten percent (10%) quorum, but instead the quorum will be thirty percent (30%). If a quorum of Owners is present or represented at the meeting either in person or by proxy, a majority of the votes cast will determine whether or not the change is approved.

This instrument prepared by, and should be returned to:  
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