

**Cross References: 201400011116
2015012148
2016003613
2017011678
2020000686
2020013850
200800001476
2016010582**

**AMENDED AND RESTATED CODE OF BY-LAWS
OF THE GRANDVIEW LOT OWNERS ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

COMES NOW The Grandview Lot Owners Association, Inc., by its Board of Directors, and hereby states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Bartholomew County, Indiana commonly known as Grandview Lake Subdivision (“Subdivision”) was established upon the recording of certain Plats with the Office of the Recorder of Bartholomew County, Indiana; and

WHEREAS, the developer of the Subdivision caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name Grandview Lot Owners Association, Inc.; and

WHEREAS, the Owners in the Subdivision approved, pursuant to Indiana Code 32-21-2-3.5, a “Combined and Restated Covenants and Restrictions for Grandview Lake,” which was recorded on November 26, 2014 in the Office of the Recorder of Bartholomew County, Indiana, as **Instrument No. 201400011116**, as subsequently amended from time to time (the “Declaration of Covenants”), which is intended to govern all property and Owners within the Subdivision; and

WHEREAS, the Association is governed by the “Amended and Restated Articles of Incorporation of The Grandview Lot Owners Association, Inc.,” as from time to time amended (“Articles of Incorporation”); and

WHEREAS, the Association is governed by a “Code of By-Laws of The Grandview Lot Owners Association, Inc.,” as from time to time amended (the “By-Laws”).

WHEREFORE, the following By-Laws were hereby approved and adopted by the Members of the Association at a duly called and conducted meeting, and are effective as of the date of adoption. The following By-Laws shall be the By-Laws governing The Grandview Lot Owners Association, Inc.

ARTICLE 1
NAME

Section 1.1. Name. The name of this corporation is The Grandview Lot Owners Association, Inc. (“Association” or “Corporation”).

ARTICLE 2
IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Subdivision and the administration and conduct of the affairs of the Association. These By-Laws shall constitute the full and complete By-Laws of the Association.

Section 2.2. Individual Application. As more specifically set forth in the Declaration of Covenants, each of the Owners shall automatically and mandatorily be a member in the Association (“Member”) and be entitled to all of the privileges and subject to all of 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 Declaration of Covenants, together with all further amendments or supplements thereto, the Articles of Incorporation, the Plats, the rules and regulations of the Association, and the provisions hereof. 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 or any part of the Recreation Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration of Covenants, the Articles of Incorporation, the Plats, these By-Laws, the Indiana Homeowners Association Act at Indiana Code §32-25.5-1 et seq. (“HOA Act”), and the Indiana Nonprofit Corporations Act of 1991 at Indiana Code §23-17-1 et seq. (“Nonprofit Act”), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board as herein provided. All of the covenants, rights, restrictions, and liabilities contained in the Declaration of Covenants and Plats shall apply to and govern the interpretation of the Articles of Incorporation and these By-Laws. The definitions and terms, as defined and used in the Articles of Incorporation and/or the Declaration of Covenants, shall have the same meaning in these By-Laws, unless otherwise indicated herein.

ARTICLE 3
MEMBERSHIP

Section 3.1. Membership. Every Owner of a Lot shall automatically become a Member upon acceptance of title to a Lot. Membership is appurtenant to and may not be separated from ownership of any Lot; 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. Voting. The Association has one (1) class of membership. Members are all Owners of Lots. Each Member is entitled to one (1) vote for each Lot of which such Member is the Owner. When more than one (1) person constitutes the Owner of a particular Lot, or the Lot is owned by a trust, corporation or other entity, all such persons shall be Members of the Association, but all of such persons shall cumulatively have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. No vote may be divided. Owners who are not in Good Standing cannot vote on any matter. Owners may vote in person or by their duly assigned proxy.

Section 3.3. Right to Use Recreation Areas. Each Member's use and enjoyment of the Recreation Areas, including, but not limited to, Grandview Lake and Grandview Land, shall be subject to any and all rules, guidelines, regulations and restrictions, including, but not limited to, lake use and boating rules, lake guidelines, and architectural guidelines applicable to the lake and Lots as heretofore or hereafter adopted by the Members or the Board. If the Members or the Board have adopted and published guidelines, rules, covenants or regulations governing the use of Recreation Areas or Lots, including, but not limited to, the personal conduct of any person thereon, the use of boats and motors, or safety on Grandview Lake, the Board may, in its discretion, suspend the rights of any person to use the Recreation Areas, including, but not limited to, Grandview Lake, due to a violation of such guidelines, rules, covenants or regulations for a period up to but not to exceed six (6) months during a period of time as established by the Board; provided, however, the Board may continue to suspend such person's rights to use the Recreation Areas beyond six (6) months if the violation giving rise to the suspension has not been cured or there continues to be a violation of such guidelines, rules, covenants, or regulations. The provisions of this Section 3.3, including, without limitation, the right of suspension, shall apply to all persons associated with a Lot, including, but not limited to, the family members, spouse, guests and invitees of a Member. By way of example and not limitation, if a guest of a Member violates the adopted guidelines, rules, covenants or regulations, the violating guest, the Member, and all other persons, family members or guests associated with the Lot may be subject to suspension.

Section 3.4. Right to Delegate Use. Any Member may delegate such Member's rights of enjoyment in the Recreation Areas to the members of such Member's family living with such

Member or to any of such Member's tenants in possession of such Member's Lot. The rights and privileges of such persons, including guests of such persons, are subject to suspension, to the same extent as those of the Members. Such suspension shall not affect the person's responsibilities under the Declaration of Covenants, Articles of Incorporation, these By-Laws, or any guidelines, rules, covenants or regulations adopted by the Members or the Board.

ARTICLE 4 ASSESSMENTS

Section 4.1. Purpose of Assessments. Assessments and Special Assessments shall be used by the Corporation solely for the purposes of (a) maintaining Association-owned common property, (b) performing the obligations set forth in the Declaration of Covenants, these By-Laws, and the Articles of Incorporation, (c) promoting the recreation, health, safety and welfare of the Owners, and (d) for meeting lawful corporate obligations.

Section 4.2. Annual Membership Assessments. Assessments shall be in such amount as may be determined and fixed by a majority vote of the Members who are voting in person or by proxy at the annual meeting of the Members. Such Assessment shall include (1) maintenance assessments for annual operating expenses of the Association charged equally among all Lots, (2) annual sewer fees for maintenance of the common sewer, and (3) an annual Major Repairs and Replacement Fund contribution charged equally among all Lots.

Section 4.3. Special Assessments for Capital Improvements. In addition to Assessments, the Corporation may levy upon its Members, from time to time, additional special assessments for capital improvements upon real estate owned or leased by the Corporation which are necessary or desirable to accomplish its corporate purpose ("Special Assessments"), provided that any such Special Assessment is approved by two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting of the Owners at which a quorum is represented. Annual contributions to a Major Repairs and Replacement Fund for purposes of administering a long-term Major Repairs and Replacement plan are deemed regular Assessments and are not considered Special Assessments.

Section 4.4. Quorum Required for Special Assessment. The quorum required for the levying of any Special Assessment shall be as follows: At the first meeting called, the Owners representing sixty percent (60%) of the Lots in the Association, participating in person or by proxy, shall constitute a quorum. If the required quorum is not represented at any such meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5. Due Date. Assessments and Special Assessments are due and payable to the Corporation at its principal office address, or such other location as the Board may require. Unless otherwise determined by the Board, the maintenance assessment for annual operating expenses shall be due January 1 of each year; the annual sewer fee shall be due March 1 of each year; and the annual Major Repairs and Replacement Fund contribution shall be due May 1 of each year. The due date of any Special Assessment hereof shall be fixed in the resolution authorizing such Special Assessment.

Section 4.6. Failure to Pay Assessments. No Owner may exempt himself, herself, or itself from paying Assessments or Special Assessments or any other expense lawfully assessed, by waiver of the use or enjoyment of the Recreation Areas, or by abandonment of his, her, or its Lot. If any Owner shall fail, refuse or neglect to make any payment of any Assessment or Special Assessment, when due, the lien for such Assessment or Special Assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any such Assessment or Special Assessment within thirty (30) days after such are due, the Board, in its discretion, may:

- (A) Impose a late charge in an amount determined by the Board;
- (B) Suspend the Owner's right to use Recreation Areas; and
- (C) Suspend such Owner's right to vote.

The Board may bring a suit to recover a money judgment for any unpaid Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an Assessment or Special Assessment, regardless of whether litigation is initiated, the Association shall be entitled to recover from the Owner the delinquent Assessments and Special Assessments, as well as late fees, court costs, charges, fees and expenses incurred by the Association with respect to such collection efforts or action, including, but not limited to, administrative costs, court costs and attorney's fees.

ARTICLE 5 MEMBERSHIP MEETINGS

Section 5.1. Purpose of Meetings. At least annually, a meeting of the Members shall be held for the purpose of electing the Board, approving the annual budget, determining and fixing Assessments, and for such other purposes as may be required by the Declaration of Covenants, these By-Laws, the Articles of Incorporation, the HOA Act, or the Nonprofit Act.

Section 5.2. Annual Meeting. The annual meeting for the Members shall be held in the month of October or November of each calendar year, as specified by the Board.

Section 5.3. Special Meetings. A special meeting of the Members may be called by the President, the Board or upon a written petition signed by at least ten percent (10%) of the Members. The 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 President's or Board's notice or in the petition or resolution.

Section 5.4. Notice and Place of Meetings. All meetings of the Members shall be held at any suitable place in Bartholomew County, Indiana, or electronically or telephonically, as may be designated by the Board.

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 emailed, delivered or mailed by the Secretary of the Association or the managing agent acting as agent for the Secretary to each Member entitled to vote thereat not less than fifteen (15) 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, emailed or delivered to the Members constitutes a written notice. If an annual or special meeting of Members is adjourned to a different date, time and place, written notice is not required to be given of the new date, time and place so long as the new date, time and place is announced at the meeting before adjournment.

The Board, at its discretion, may opt to send all Association-related notices, including, but not limited to, notices of annual and special meetings, by email. Owners shall be responsible for keeping a current email address on file with the Association. In lieu of receiving notices via email, Members may, upon written notice to the Board, elect to receive notices by first-class U.S. Mail, postage prepaid, to the Member's respective address as the same shall appear upon the records of the Association. Any Member who has not provided written notice to the Board of his or her desire to receive notices by mail shall be deemed to have consented to receiving such notices by email. Furthermore, any Member "opting out" of email notifications and choosing mail waives the right to receive notices from the Association by email. However, any such Member shall have the right at any time, and upon written notice to the Association, to withdraw his or her election to receive notice by mail instead of email.

Section 5.5. Voting.

(A) Number of Votes. At meetings, each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Directors, each Member (or his,

her, or its representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Member may accumulate his or her votes. To the extent provided in the Nonprofit Act, and except as otherwise provided in the Declaration or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action. Members must be in Good Standing in order to vote.

(B) Multiple Owners. If 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. If 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 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. A Member may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member 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. As set forth in the HOA Act, to be valid, a proxy must contain:

1. The name and address of the Member 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 Member 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 Member's behalf.

Proxies may be general or may be limited in their use to specific matters described in the proxy form. 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 Member prior to it being exercised or by the Member's personal attendance at the meeting where the proxy appointment was to be used. If a Member is not in Good Standing, then he or she cannot vote, either in person or by proxy. In addition, any Member who is not in Good Standing cannot serve as a proxy for another Member.

(E) Quorum. Except where otherwise expressly provided in these By-Laws, the HOA Act, or the Nonprofit Act, the presence of at least fifty percent (50%) of the Members in Good Standing or their duly authorized proxies shall constitute a quorum at all meetings. If a Member is not in Good Standing, his or her vote is not considered valid and will not count toward calculating quorum requirements. The Members at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of all Owners in the Subdivision who are in Good Standing, and the term "Majority of the Vote" shall mean a majority of the votes of the Members in Good Standing who are present or represented by proxy at a meeting at which a quorum is represented.

(F) Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Declaration of 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. Member meetings may be conducted by any means through which all participating Members can simultaneously hear each other during the meeting, including, but not limited to, videoconference (e.g. Zoom, Go-to-Meeting) or teleconference. A Member participating in a meeting by this means is considered to be present in person at the meeting. In the event that the Board elects to hold a membership meeting remotely, the Board shall have discretion to provide for such procedures and to set the terms of use, including, but not limited to, establishing guidelines and procedures governing voting and submission of ballots.

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

Section 5.6. Conduct of Annual Meeting. The Chairperson 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:

(A) 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 Vote.

(B) 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 expenses of the Association, revenue and financial report for the prior year, as well as the proposed budget for the next fiscal year.

(C) Budget and Assessment. The proposed operating expense and reserve budgets and the annual Assessment amounts for the following calendar year shall be presented to the Members for approval or amendment.

(D) Election of Board. Voting for the Board will be by paper ballot. However, written balloting may be waived by proper motion at the annual meeting and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions (e.g. three nominations for three open positions). The ballot shall contain the name of each person nominated to serve as a Director. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected. If there is a tie for any Director position, the nominees involved in the tie may agree to the end result. If the nominees cannot or do not wish to resolve the tie by agreement, the Chairperson has the sole discretion to resolve the tie by either (1) conducting a run-off ballot vote of the Members, (2) drawing from a hat, (3) flipping a coin, or (4) any other method as may be agreed upon by the affected nominees.

(E) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote.

(F) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration of Covenants or assigned by the Board may be presented.

(G) Adjournment. Upon completion of all business before the Association, the Chairperson, upon the motion of any Member, may adjourn the meeting.

Section 5.7. Conduct of Special Meeting. The President of the Association shall act as Chairperson of any special meetings of the Association. The Chairperson 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 5.8. Written Ballots. In lieu of any annual or special meeting of the Members, written ballots may be utilized in the manner prescribed in the Nonprofit Act at Indiana Code §23-17-10-8. Any action or vote which may be taken at a meeting of the Members may be taken by written ballots pursuant to the Nonprofit Act.

Section 5.9. Record Date. The record date for the determination of the Members entitled to notice of and to vote at any annual or special meeting of the Members is thirty (30) days preceding the date of such meeting. Only Members of record on the record date shall be entitled to notice of and to vote at such meetings, notwithstanding any transfer of any membership on the books of the Corporation after the record date. For the purpose of determining membership at the record date, the Board may close the books of the Corporation against transfer of membership during the whole, or any part, of such period.

ARTICLE 6 BOARD OF DIRECTORS

Section 6.1. Number of Directors. The Board is composed of nine (9) members.

Section 6.2. Qualifications. Only persons who satisfy all of the following qualifications shall be eligible to be elected to serve on the Board: (a) is a Member in Good Standing or a spouse/significant other of a Member in Good Standing who resides in the same residence as such Member, (b) is over the age of eighteen (18), (c) has not been convicted of a felony within the past ten (10) years, and (d) has not been found by a court of competent jurisdiction to be of unsound mind. Where an Owner consists of more than one person or is a partnership, personal representative of an estate, corporation, trust or other legal entity, then one of the persons constituting the multiple Owners, or a partner or an officer or trustee or personal representative of an estate shall be eligible to serve on the Board, except that no single Lot may ever be represented on the Board by more than one person at a time.

Section 6.3. Term and Vacancies. Members of the Board shall be elected at each annual meeting of the Association. Each Director shall serve a term of three (3) years, which term shall

start on the first day of January after the annual meeting at which such Director was elected. One-third (1/3) of the persons on the Board shall be elected at each annual meeting of the Association. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Members to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. Upon completion of two (2) consecutive three-year terms, Directors may not serve on the Board for at least three (3) years following completion of the second three-year term; provided, however, that this requirement shall not apply if there is an insufficient number of volunteers to fill all open Director positions in a given election, in which case a Director may be elected to serve one (1) additional consecutive three-year term.

Section 6.4. Method of Nomination. Candidates for directorships must file with the Board a petition of candidacy signed by the candidate at least forty-five (45) days prior to the annual meeting. Additional nominations of candidates for election to the Board may be made by the Board, which shall make as many nominations for election to the Board as it shall in its discretion determine. Such nominations may include persons who have not filed a petition for candidacy with the Board at least forty-five (45) days prior to the annual meeting. If an insufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for election at the meeting, then oral nominations will be accepted from the floor prior to voting on Director positions. Otherwise, if a sufficient number of written nominations are received prior to the date of the annual meeting to fill all open positions, nominations from the floor will not be taken.

Section 6.5. Removal of Directors. A Director elected by the Members, or elected by the Directors to fill a vacancy, 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(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his, her 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(s).

Pursuant to Indiana Code §23-17-12-10, as may be amended or re-codified from time to time, the Board may remove a Director from the Board by a two-thirds (2/3) vote of the Board for the following specific acts: a) failing to attend two (2) or more consecutive meetings of the Board; b) becoming ineligible to serve on the Board according to any terms set forth in the Declaration of Covenants, Articles of Incorporation or these By-Laws; c) acts of fraud, theft,

deception, or criminal behavior while performing his or her duties as a Director; d) breach or disclosure of confidential Board or Member information to person(s) not on the Board; or e) performing any action in the name of or on behalf of the Association that is not within the Director's duties as set forth under these By-Laws, was not previously authorized by the Board, or was not subsequently ratified by the Board. If a Director is removed by a vote of the Board, the vacancy will be filled by a majority vote of the remaining Directors and the appointee will serve until the next annual meeting, when the Members will elect a person to fill the remaining balance of the term of the Director in respect to whom there has been a vacancy.

A Director may voluntarily resign by providing written notice of resignation to the Secretary.

Section 6.6. Meetings and Notice. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or oral notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) Directors. The person(s) calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting give notice to the Directors. The notice of the special meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. A Director may conduct or participate in any meeting of the Board through the use of conference telephone, videoconference, or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by these means is considered to be present in person at the meeting.

In lieu of written notices from the Secretary sent or delivered pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by email. Any Director 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 Director shall have the right at any time, upon written notice to the Board, to withdraw his or her election to receive notice by email.

Section 6.7. Open Board Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Board shall be open to attendance by the Members of the Association. The Board may meet in private "executive sessions" to discuss Owner delinquencies and covenant/rules violations, contract negotiations (e.g. bids), pending, threatened and current litigation, and legally confidential employment matters. The Board 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 and these By-Laws.

Section 6.8. Waiver of Notice. Before or after 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 6.9. Quorum. At all meetings of the Board, unless the Nonprofit Act, the HOA Act, or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 6.10. Actions Without a Meeting. As set forth in the Nonprofit Act, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if, prior to such action, a written consent to such action is signed by all Directors and such written consent is filed with the minutes of proceedings of the Board.

Section 6.11. Powers. The Board shall have all powers for the conduct of the affairs of the Corporation which are enabled by law, the Declaration of Covenants, these By-Laws, and the Articles of Incorporation which are not specifically reserved to the Members.

Section 6.12. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to provide for the following items:

(A) Exercise all of the duties of the Board in accordance with the Declaration of Covenants, Articles of Incorporation, these By-Laws, and Indiana Law.

(B) Cause to be prepared an annual budget and statement of the Corporation's financial receipts, expenditures, and condition and to present a statement thereof to the Members at the annual meeting of the Members.

(C) To appoint and remove at its pleasure all officers, agents, and employees of the Corporation, prescribe their duties, and fix their compensation. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer, or director of the Corporation in any capacity whatsoever.

(D) To collect Assessments and Special Assessments from Members.

(E) Except as otherwise provided in these By-Laws or in the Articles of Incorporation, to adopt and publish rules and regulations governing, regulating, and restricting the use of the Lots and Recreation Areas and the personal conduct of Members and their guests thereon, including, but not limited to, architectural guidelines relating to Grandview Lake and the Lots, as well as lake guidelines and regulations, and also to regulate, govern, and restrict the use of boats, motors, other property, and water safety on Grandview Lake.

(F) To exercise for the Corporation all powers, duties, and authority vested in or delegated to this Corporation.

ARTICLE 7 OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The officers of the Corporation shall be a President, Vice President, and Treasurer, who shall at all times be members of the Board, and a Secretary who may be a Director, and such other officers as the Board may from time to time by resolution create.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board each calendar year.

Section 7.3. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is elected and qualified, unless he or she shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Corporation require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7.7. Multiple Offices. Offices may be simultaneously held by the same person. Provided, however, the Treasurer may not simultaneously serve as either the President or Vice President.

Section 7.8. Duties. The duties of the officers are as follows:

(A) President. The President shall preside at all meetings of the Members and of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all contracts, leases, notes, mortgages, deeds and other written instruments for and on behalf of the Corporation.

(B) Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence or inability to act, and shall exercise and discharge other such duties as may be required of him or her by the Board.

(C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses; shall authenticate records of the Corporation; and shall perform such other duties as required by the Board.

(D) Treasurer. The Treasurer and/or such other person(s) as may be authorized by the Board shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board; however, a resolution of the Board shall not be necessary for payment of the legal debts of the Corporation or for disbursements made in the ordinary course of business conducted within the limits of a budget approved by the Board. The Treasurer shall keep proper books of account; and shall prepare an annual budget, statement of income and expenditures, and a balance sheet statement to be presented to the Board to be considered by it. Such budget and balance sheet statement shall be presented to the Membership at its regular annual meetings.

ARTICLE 8 EXECUTION OF DOCUMENTS

Unless otherwise provided by the Board, all contracts, leases, commercial paper, deeds, notes, security agreements, and other instruments in writing and legal documents shall be signed by the President and attested by the Secretary.

All checks, drafts, notes and orders for the payment of money shall be signed by those officers or employees of the Corporation as the Board may from time to time designate.

ARTICLE 9
COMMITTEES

Section 9.1. Grandview Service Utility Board. The Board may, from time to time, appoint a Grandview Service Utility Board (“Sewer Board”) for the purpose of supervising the operation of the sewer system and sewer utility services. The specific functions, powers, responsibilities and duties of the Sewer Board shall be as determined by a majority vote of the Board.

Section 9.2. Architectural Review Committee. As a standing committee of the Association, there shall be, and hereby is established an Architectural Review Committee (“Architecture Committee”) consisting of three (3) or more members selected by the Board. One member of the Architecture Committee may be an employee of the Association. All other members of the Architecture Committee shall be Members of the Association. The Architecture Committee will have a Chairperson chosen by the members of the Architecture Committee who will serve as a liaison between the Architecture Committee and the Board. The Architecture Committee will provide the Board with a regular report of its actions.

Each member of the Architecture Committee shall hold office throughout the term of his or her appointment. Members of the Architecture Committee may be removed with or without cause by the Board at any time by written or electronic notice to the member being removed. Any vacancy or vacancies occurring in the Architecture Committee shall be filled by a majority vote of the Board. The Board shall have the power to make additional guidelines, procedures, rules and regulations regarding improvements and changes to Lots, as well as in respect to the lake and shoreline areas, and to the application process for reviewing and approving such improvements and changes.

No residence, dwelling, building, structure, boat dock, boat house, boat lift, storage shed, outbuilding, garage, accessory building, storage building, fence, deck, patio, pool, tennis courts or other sports courts, wall, or other exterior improvement or change of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architecture Committee. For the purposes of this Section 9.2, the term “exterior improvement” shall not include sidewalks, walkways, landscaping, plantings/shrubbery, lawncare, painting of existing structures, repairing of existing structures to original condition, or similar decorating on the exterior of the Lot, for which approval is not required. The Architecture Committee may refuse to grant permission to construct, place or make the requested improvement, when, in the sole opinion and absolute discretion of the Architecture Committee:

(A) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the

Declaration of Covenants, these By-Laws, the Articles of Incorporation, the architectural guidelines, rules and regulations, or other rules, regulations or guidelines adopted by the Board or Architecture Committee; or

(B) The proposed improvement, or any part thereof, would be contrary to the interests, welfare or rights of all or any other Owners.

The Architecture Committee will exercise discretion in the performance of its duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of subjective discretion by such Architecture Committee members. In any judicial proceeding challenging a determination by the Architecture Committee and in any legal action initiated to enforce the Declaration of Covenants, these By-Laws, the architectural guidelines, or rules and regulations in which an abuse of discretion by the Architecture Committee is raised as a defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architecture Committee, could only conclude that such determination constituted an abuse of discretion.

If an Owner makes any exterior addition, improvement, change or alteration without submitting a written application to, and obtaining written approval of, the Architecture Committee, the Board may require the offending Owner to remove such changes and/or restore the Lot or home to its original condition at the offending Owner's sole cost and expense. The Association may take any action, at law or in equity, to enforce the provisions of this Section 9.2.

Section 9.3. Other Committees. The Board may appoint other committees as deemed appropriate in carrying out the Corporation's purposes as provided by the Nonprofit Act.

ARTICLE 10 RECORDS OF THE ASSOCIATION

Association records and the right of Members to inspect the same are governed by the Nonprofit Act and HOA Act. Financial documents and other corporate documents concerning the Association and its operation required to be kept pursuant to the HOA Act and Nonprofit Act will be kept and made available for inspection by any Member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any Member upon written request submitted to the Board, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. However, pursuant to the HOA Act, the Association is not required to make

available for inspection to a Member any records that were created more than two (2) years before the request.

The Association may require any Member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

As permitted by the Nonprofit Act, the Association may deny any request by a Member for inspection of the Association's roster of Members, including mailing addresses of Members, when the Board determines: (a) the request was not made in good faith or for a proper purpose; (b) the purpose was not described with reasonable particularity; (c) the purpose is not directly related to the operation of the Association; or (d) the request was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

ARTICLE 11 INDEMNIFICATION

Section 11.1. Liability of the Board of Directors, Officers, Members, members of the Grandview Sewer Board or other Committees, and the Corporation. 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 a director, officer, or committee member of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations may be indemnified under the Nonprofit Act.

The officers, members of the Board, and the various committees the Board may establish shall not be liable to the Corporation or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Corporation shall indemnify and hold harmless each of such persons from and against all contractual liability to others arising out of contracts made by such persons on behalf of the Corporation unless any such contract shall have been made in bad faith, except to the extent that such liability is satisfied by liability insurance. Officers, members of the Board, and committee members shall have no personal liability with respect to any contract approved by the Board of Directors on behalf of the Corporation. The Corporation shall indemnify and hold harmless each of the members of the committees established by the Board from and against all liability to others arising out of the exercise of their responsibilities unless their actions shall have been taken in bad faith.

Section 11.2. Bond. The Board may require the managing agent, Treasurer and such other officers as the Board 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 Board.

ARTICLE 12
FISCAL YEAR

The fiscal year of the Corporation shall be January 1 through December 31 of each year, unless otherwise established by the Board.

ARTICLE 13
INTERPRETATION

In the event of any conflict between the Articles of Incorporation and the Declaration of Covenants, the Declaration of Covenants shall control. In the event of any conflict between the By-Laws and the Declaration of Covenants, the Declaration of Covenants shall control. In the event of any conflict between the Articles of Incorporation of the Corporation and the By-Laws, the Articles of Incorporation shall control.

ARTICLE 14
AMENDMENTS

These By-Laws may be amended or changed, in whole or in part, at any time upon approval by the Owners of sixty percent (60%) of the Lots who are in Good Standing. Such approval may be obtained:

- (A) At a meeting of the Owners duly called and held in accordance with the provisions of these By-Laws; or
- (B) By written consents or approvals received from the Owners; or
- (C) Pursuant to any other procedure recognized under Indiana law, including those recognized under the Nonprofit Act, as amended, including, but not limited to, written ballots; or
- (D) Any combination of the above.

The President and Secretary of the Association shall execute the amendment(s). Thereafter, the amendment(s) shall be filed with the Bartholomew County Recorder.

ARTICLE 15
ENFORCEMENT

The Association, or any Owner, may enforce these By-Laws, the Articles of Incorporation, the Declaration of Covenants, or any rules, regulations, guidelines or policies of the Association by any means available at law or in equity. Available relief in any such action shall include, without limitation, injunctive relief against any violation or attempted violation, and the recovery of any damages, costs, interest and expenses incurred, as well as attorneys' fees incurred by any party successfully enforcing these By-Laws, the Articles of Incorporation, the Declaration of Covenants, or any rules, regulations, guidelines or policies of the Association against any other party. Failure by the Association or by any Owner to proceed with enforcement of these By-Laws, the Articles of Incorporation, the Declaration of Covenants, or any rules, regulations, guidelines or policies of the Association shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such rule, guideline, restriction, condition, covenant, reservation, easement, lien, or charge.

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Certification. The undersigned officers of The Grandview Lot Owners Association, Inc. hereby represent and certify that all requirements for and conditions precedent to the foregoing Amended and Restated Code of By-Laws have been fulfilled and satisfied.

In witness whereof, THE GRANDVIEW LOT OWNERS ASSOCIATION, INC. has caused this document to be executed by two of its officers.

BY: Margaret L. Powers
SIGNATURE OF PRESIDENT

Margaret L. Powers
PRINTED

BY: Michelle Aton
SIGNATURE OF SECRETARY

Michelle Aton
PRINTED

STATE OF INDIANA)
COUNTY OF Bartholomew)



MELISSA KAY EVERETT, Notary Public
Bartholomew County, State of Indiana
My Commission Expires March 21, 2025

Before me a Notary Public in and for said County and State, personally appeared Margaret Powers and Michelle Aton, the President and Secretary, respectively, of The Grandview Lot Owners Association, Inc., for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 9th day of November, 2022

My Commission Expires:
March 21, 2025

Residence County:
Bartholomew

Melissa Kay Everett
Notary Public

Melissa Kay Everett
Signature

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." Gregory A. Chandler, Esq.

This instrument prepared by, and should be returned to Gregory A. Chandler, Eads Murray & Pugh, P.C., 9515 E. 59th St., Suite B, Indianapolis, IN 46216. Telephone: (317) 536-2565.