

**BY-LAWS**  
of the  
**WAKEFIELD HOME OWNERS ASSOCIATION, INC.**  
Greenwood, Indiana

*Officially adopted and approved by the Wakefield Home Owners Association, Inc. on: 1/26/04*

**Notice of Promulgation**

The properties collectively owned by the Wakefield Home Owners Association, Inc. shall be subject to these Bylaws, and the referenced Declaration of Covenants for the purposes of: preserving the value of the Real Estate, ensuring proper use and appropriate improvement, and providing for adequate and proper maintenance of the Real Estate while maintaining compliance with the applicable requirements of relevant governmental agencies.

**Article I – Definitions**

- 1.1 “Declaration of Covenants” shall mean and refer any and all of the documents, as amended, describing the easements, covenants, and restrictions of Wakefield Home Owners Association Inc. as recorded as Instrument Number 95023081 in the office of the Recorder of Johnson County, Indiana.
- 1.2 “Association” shall mean and refer to the Wakefield Home Owners Association, Inc. as defined in the Declaration of Covenants.
- 1.3 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Wakefield subdivision, as defined in the Declaration of Covenants.
- 1.4 “Common Area(s)” shall mean and refer to all of the real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners, as defined in the Declaration of Covenants.
- 1.5 “Lot” shall mean and refer to any plot of land upon the recorded Wakefield subdivision map of Properties with the exceptions of the Common Area(s), as defined in the Declaration of Covenants.
- 1.6 “Restrictions” or “Covenants” shall, unless the context otherwise indicates, mean and refer to any or all of those restrictions and covenants contained in the Declaration of Covenants
- 1.7 “Assessment” shall mean and refer to the share of Common and Special Expense(s) imposed upon and against each Lot as determined and assessed pursuant to the provisions of these Bylaws and the Declaration of Covenants.
- 1.8 “Articles of Incorporation” shall mean and refer to any and all of the documents, as amended, describing the Articles of Incorporation of the Wakefield Homeowners Association, Inc. executed and notarized on 28 November 1995.

**Article II – Membership and Voting Rights**

- 2.1 Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to Assessment.

- 2.2 Every lot will be entitled to one vote provided that the lot owner must be in good standing, in which they hold the interest required for membership, subject to the conditions of Section 2.3 herein.
- 2.3 The Board of Directors, representing the Association has the right to deny, suspend any and all of the voting rights of any Owner of a lot for a period during which any Assessment against the Owner's Lot remains unpaid.

### **Article III – Meeting of the Members**

- 3.1 Annual Meeting – An annual meeting of members of the Association shall be set by the board, for the purpose of electing Board members and transacting any business that may properly come before the meeting. The meeting shall be held in Johnson County of Indiana, and shall be conducted within 6 months of the close of the fiscal year or within 15 months of the previous annual meeting, whichever is earlier no sooner than 6pm on a non-Federally recognized holiday during the week, or no earlier than 9 am if the meeting is to be conducted on the weekend.
- 3.2 Special Meetings - Special meetings of the members may be called at any time by the President, Board of Directors, or by a written petition detailing the purpose of said meeting by thirty percent (30%) of the eligible members.
- 3.3 Notice of Meetings (of the Members) – The Officer, or other person(s) calling an Annual or Special meeting of the members of the Association, shall give, or cause to be given, written notice of such a meeting. The notice shall contain the location, day, and hour of the meeting. If a Special Meeting, the meeting notice shall contain the purpose(s) for which it is called. Notice of the meeting shall be made available to the general membership by U.S. Mail. The notice of meeting of the members shall be made available not less than 15 days prior to the scheduled date of the meeting.
- 3.4 Presiding Officer – The President, or in his absence, the Vice President, shall serve as the chairman of every meeting of the members unless some other person is elected to serve as chairman by a majority vote of the members represented at the meeting. The chairman shall appoint such persons he deems required to assist with the meeting.
- 3.5 Quorum – 10% of the eligible membership must be present in person or by Proxy to constitute the quorum required to conduct legal business. The majority of the votes cast at the meeting where quorum is present shall determine any matter coming before the meeting unless a different vote is required by the covenants, by the Articles of Incorporation, or by these By-Laws. The members at a meeting at which a quorum is present may continue to transact business until adjournment. If 10% of the eligible members are not present at such called meeting, the meeting will be recalled.
- 3.6 Proxies – A member may vote in person or by proxy executed in writing by the member. If the validity of a proxy is questioned, it must be submitted to the Secretary of the meeting, or a proxy committee appointed by the person presiding at the meeting for examination. The Secretary of the meeting or proxy committee shall determine the validity or invalidity of the proxy submitted. Reference by the Secretary in the meeting minutes to the regularity of the proxy shall be received as prima facie evidence of the facts stated for the purposes of establishing the presence of a quorum at such meeting and for all other purposes.
- 3.7 Adjournment – Any meeting of the members, whether a quorum is present or not, may be adjourned by the members holding a majority of the votes represented at the meeting.

- 3.8 Action of Members without a Meeting – Any action which may be taken at a meeting of the members may be taken without a meeting, provided a written approval and consent, setting forth the action authorized, is signed by each of the members entitled to a vote. On the date on which the last such member signs such approval and consent, and upon filing of such approval and consent with the officer of the Association having custody of its books and records, such approval and consent so filed shall have the same effect as a unanimous vote of the members at a Special Meeting called for the purpose of considering the action authorized.
- 3.9 Robert's Rule of Order, as revised, when not in conflict with these By-Laws and/or the Declaration of Covenants, shall govern the proceedings of the regular and special meetings of the Association.

#### **Article IV – Board of Directors**

- 4.1 The Association shall elect of Board of Directors. The Board of the Directors shall manage the affairs of the Association in accordance with the requirements of the Declaration of Covenants and these Bylaws.
- 4.2 As defined in the Declaration of Covenants, the responsibilities of the Board of Directors include but shall not be limited to:
- Administration and enforcement of Covenants and Restrictions
  - Maintenance, repair, and upkeep of the Common Areas
  - Procurement and maintenance of required and applicable insurance coverages
  - Assessment, collection, and management of Assessment monies from the Owners
  - Adopting, rescinding, or amending the rules and regulations governing the use and enjoyment of the Common Areas and the management of the Association in accordance with the Covenants, and By-Law amendment procedure(s).
- 4.3 No Director shall receive compensation for his/her services as such director.
- 4.4 Non-Liability of the Board of Directors: The Director(s) of the Association nor any member of a Committee shall be liable to the Owners or any other persons for any error or mistake of judgement in carrying out their duties and responsibilities as said Director or Committee member, except for their own individual willful misconduct or gross negligence.
- 4.5 Board of Directors in accordance with the Articles of Incorporation, the number of Directors shall be no less than three (3) nor more than nine (9).
- President: The President's duties shall include, but not limited to, presiding at all meetings, appointing Special Committees as are necessary for the proper conduct of business of the Association, and shall serve as ex-officio of each.
  - Vice President: The Vice President shall have and exercise all of the duties of the President during his/her absence or inability to act. The Vice President shall also act as an assistant to the President.

- Treasurer: The Treasurer shall be the custodian for all funds of the Association, and duties shall include, but not limited to: Keep full and accurate and chronological accounts of receipts and disbursements in books belonging to the Association, and to deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. Such records and receipts specifying and itemizing the expenses incurred shall be available for inspection by the Board of Directors and members at convenient times and days upon reasonable notice. Disburse the funds of the Association for proper expenses as may be authorized by the Association and/or Board of Directors, taking proper vouchers for such disbursements. To render to the Association members at regular meetings, and to the Board of Directors when they so require, an accurate and comprehensible account of the transactions of the Association's funds in accordance with recognized Not for Profit accounting procedures, including preparing all applicable tax forms in compliance with local, state, and federal tax laws. Maintain accurate lists and descriptions of all of the assets of the Association. Drafting of all checks, notes and orders for the payment of money as required in the business of the Association and to see that all such instruments are properly executed.
- Secretary: The Secretarial duties shall include, but not limited to: Record and keep the minutes of all meetings. Maintain copies of all official correspondence to and from the Association Conduct such correspondence as may be delegated to the office. Give or cause to be given notice of all meetings, as required. Maintain a list of current members of the Association.
- The Board of Directors shall establish any and all appropriate committees. The committees may include, but may not limited to: Covenant Enforcement Committee, Architectural Review and Control Committee, Common Area maintenance Committee, Welcoming and Membership Committee, Crime Watch Committee, etc...
- The Board of Directors may take it upon themselves, or may appoint any Member(s) of the Association who so desires to serve as an Association newsletter coordinator, and/or internet website coordinator.
- All committees established by the Board of Directors, including the Association newsletter and website coordination committees, shall report to the Board of Directors.

#### 4.6 Qualifications and Election of the Board of Directors

- 4.6.1 Qualifications: Directors shall be an Owner of a lot, and in good standing as defined in section 2.3.
- 4.6.2 Election Terms: At the first meeting held in 2004 there will be (4) positions elected for one year terms, and (5) positions elected for two years. From every year thereafter each term will be for two year terms.
  - 4.6.2.1 The election shall be by a signed ballot at the annual meeting of the Members of the Association in accordance with Indiana non profit law "23-17-11-9". Election of a Member to the Board of Directors shall be based upon of majority of all the votes cast at the annual meeting of the Members of the Association.
  - 4.6.2.2 Elected Board Members shall assume office at the conclusion of the annual meeting at which they are elected.
- 4.6.3 Removal, Resignation, and Vacancy replacement – Any Director may resign at any time, such resignation may be tendered either orally or in writing, directed to any member of the Board of Directors. The members of the Association may remove any Director of the Association at any time, either with or without cause. Such action shall be by a written petition as outlined in 3.3 of these By-Laws. A vacancy in an office resulting from any cause may be filled, by a majority vote of the directors in office at that time. The Member filling the vacancy will fulfill the term of the vacancy, at which time the position will come up for election according to the Election Terms of these By-Laws.

## **Article V – Fiscal Affairs**

- 5.1 Annual Budget - The Treasurer shall prepare an annual operating budget, setting forth anticipated revenue and proposed operating expenditures for the calendar year, and submit to the Board of Directors for approval of each year as set forth by the Board of Directors.
- 5.1.1 The annual operating budget shall be approved by the Board of Directors, and be made available to the membership as set forth by the Board of Directors.
- 5.1.2 The budget shall be reviewed by the Board of Directors periodically.
- 5.2 Dues and Special Assessments – The Board of Directors shall establish and collect annual dues and/or special assessments in a manner consistent with the provisions of the Declaration of Covenants. The annual dues may vary from year to year, but shall be the same for all members.
- 5.2.1 All members are responsible for all dues and special assessments in accordance with the provisions of the Declaration of Covenants.
- 5.2.2 The Board of Directors may take legal actions against any member who fails to pay any annual dues or special assessments in a manner consistent with the provisions of the Declaration of Covenants.
- 5.2.3 Written notices of the annual assessments and due dates shall be sent to every Owner subject thereto as set forth by the Board of Directors.
- 5.3 Insurance - The Association shall procure and maintain in force adequate liability insurance coverage as specified in the Declaration of Covenants. The Board of Directors may obtain other insurance above and beyond the minimum requirements of the Declaration of Covenants, in such amounts as they deem necessary and appropriate.
- 5.4 Power of the Board of Directors - The Board of Directors may authorize any agent or agents to enter into any contract, or to execute any instrument in the name of an on behalf the Association. Any authority so conferred on such agent may be either general or special.
- 5.5 Manner of Signing Required – The Board of Directors may from time to time by resolution of the Board, determine the officer(s) whose signatures must appear on the various checks, drafts, and other orders for payment executed on behalf of the Association
- 5.6 Contracts for Management and Maintenance Service – The Board of Directors may, in its discretion, arrange to have the maintenance and care-taking functions of the Association or any part thereof performed by a third party or parties pursuant to contract.

## **Article VI - Bylaw Amendments**

- 6.1 Bylaw Amendment by the Members – These Bylaws may be adopted, made, altered, amended, or repealed by a majority vote of the Directors of the Association at a meeting where Quorum of the Board of Directors is present. or any Special meeting of the members, provided proper meeting notice, including the intent to amend the bylaws has been given in accordance with Section 3.3.

## **Article VII – General Provisions**

- 7.1 Failure to Enforce Not a Waiver of Rights – The failure of the Association or the Board of Directors to enforce any item, term, or condition contained herein shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, or condition.
- 7.2 Effect of Invalidation – If any provision of the Bylaws is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions thereof.