

BY-LAWS OF
SMOKEY ROW HOME OWNERS' ASSOCIATION, INC.

October 1, 2015 Revision

ARTICLE I - GENERAL

Section 1. As established by the *Articles of Incorporation* filed with the Indiana Secretary of State, the name of the non-profit domestic corporation is SMOKEY ROW HOME OWNERS' ASSOCIATION, INC.

Section 2. The mailing address of the Association shall be PO Box 263 Bargersville, IN 46106, until or unless changed by the Board of Directors

Section 3. The fiscal year of the Association shall begin on January 1st and end on the 31st day of December every year.

ARTICLE II - DEFINITIONS

Section 1. "ARC" shall mean the Architectural Review Committee, described as the Design Review Panel in the *Smokey Row Declaration of CC&R's*, and having the duties and powers as such.

Section 2. "CC&R" shall mean the *Smokey Row Declaration of CC&R's* filed with the Johnson County, Indiana Clerk as instrument number 2004-006040.

Section 3. "Project Documents" shall include the Articles of Incorporation, Smokey Row Declaration of CC&R's, By-Laws, Architectural Guidelines, all Plat declarations, and any other documents or guidelines adopted by the Board.

Section 4. All other terms not expressly defined in this document shall have the same meaning as defined in *Article 1-Definitions* of the Smokey Row Declaration of CC&R's.

ARTICLE III - ASSOCIATION MEMBERSHIP

Section 1. Membership: Every Owner of a Lot that is Assessable Property shall be a Member in the Association.

Section 2. Suspension of Voting Rights: No member shown to be more than 60 (sixty) days delinquent in any payment due the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.

Section 3. Contact Information: Lot Owners shall keep the Association updated with their current contact information, to include the names, addresses, and phone numbers of any Tenants of the Lots. Unless an Owner provides the Association with an alternate address, notices delivered to the Lot shall be deemed as delivered to the Owner.

Section 4. Transfer of Membership: Upon a transfer of ownership of the Owner's Lot, membership in the Association shall be transferred to the new, deeded owner of record. A transfer fee of twenty five dollars (\$25), payable to the Association, shall be collected from the new Owner.

ARTICLE IV - ASSOCIATION MEETINGS

Section 1. Annual Meeting: The Association will hold an Annual Meeting, at which time members will elect the Board of Directors. A meeting will not be considered the Annual Meeting unless a Quorum is reached, as defined in sections 6.21 through 6.21.3 of the CC&R.

Section 2. Informational Meeting: Any meeting of the Association in which a Quorum is not reached. No votes may be taken during an Informational Meeting.

Section 3. Special Meetings: Special meetings may be called by the Board of Directors or upon written petition signed by at least fifty-one percent (51%) of the Members. No business shall be conducted at a special meeting except as stated in the notice.

Section 4. Votes: Pursuant to section 5.13.2 of the CC&R, the vote from each Lot must be cast as a single unit, and fractional votes will not be allowed.

Section 5. Proxies: Any member may designate, in writing, another person to act as their proxy at a particular meeting, provided that no more than 1 vote shall be counted from any given lot. The proxy holder shall be considered to represent the Lot for purposes of voting and reaching a Quorum.

ARTICLE V - BOARD OF DIRECTORS

Section 1. Election and Term: The Association shall elect the Board of Directors annually at the Annual Meeting, for a term to begin the later of January 1st or ten (10) days after the meeting, and ending the later of the following January 1st or ten (10) days after the next Annual Meeting.

Section 2. Eligibility: Any Lot Owner who resides within the project and is not more than sixty (60) days late on any assessment, fine, or other violation of the CC&R, shall be eligible to be elected as a Director. No more than one (1) Director may be elected from any given Lot.

Section 3. Number of Directors: The Board of Directors shall consist of an odd number of at least three (3) but no more than five (5) directors, with the exact number of directors to be determined by the number of eligible members who volunteer for election at the Annual Meeting.

Section 4. Compensation: No Member serving as a Director shall receive compensation for services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of their duties, provided such expenses were approved by the Board.

Section 5. Professional Directors: If there are not enough Members to volunteer for the required number of seats, the Association may hire professional Directors to serve on the Board, provided such Directors are not Members.

Section 6. Duties: The Board of Directors is responsible for managing the day to day business and affairs of the Association, and for fulfilling the duties assigned it by the CC&R.

Section 7. Removal of a Director: Any director may be immediately removed from office, with or without cause, by majority vote of the Association, or by a majority vote of the other Directors for a knowing and intentional violation of the CC&R, these By-Laws, or any other Project Document.

Section 8. Interim Directors: In the event any Director is removed from office, resigns, dies, or becomes ineligible to hold office, the Board of Directors will appoint a replacement Director to serve the remainder of the term.

Article VI – Officers

Section 1. Enumeration of Offices: The officers of the Association shall consist of a President, a Secretary, and a Treasurer, each of whom shall be members of the Board of Directors, and any other Offices the Board of Directors may from time to time by resolution create. The specific duties of each office will be determined by the Board of Directors.

Section 2. Election of Officers: The election of Officers shall take place at the first meeting of the Board of Directors following each Annual Meeting, for a term to last until the next election, or until they resign or are otherwise replaced.

ARTICLE VI - Committees

Section 1. Appointment: Committee members shall be appointed by and serve at the pleasure of the Board. Each committee shall consist of an odd number of at least three (3) persons, one (1) of whom may be a Director.

Section 2. A.R.C.: The Architectural Review Committee shall consist of no less than three (3) nor more than five (5) regular members, and no less than 1 (one) nor more than 3 (three) alternate members.

Section 3. Other Committees: The Board of Directors may establish and appoint members to serve on other committees.

ARTICLE VII - CONTRACTS, DEBTS, RECORDING, CHECKS

Section 1. Authorization: The Board of Directors may authorize any Director, Officer, or other agent of the Association to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Except as provided by these By-Laws and the CC&R, no director, officer, agent, or employee shall have the power to bind the Association or render it liable for any amount unless so authorized by the Board of Directors.

Section 2. Checks: All checks, drafts, or other orders for payment of money by the Association may be signed or initiated only by the Director, Officer, or other person designated by the Board of Directors to do so.

ARTICLE VIII - VIOLATION ENFORCEMENT

Section 1. Enforcement Approval: No enforcement action may be taken without the approval of the Board of Directors.

Section 2. Violation of Lawn Maintenance: Any Lot in violation of the lawn maintenance provisions of the Architectural Guidelines shall be given written notice to correct the violation. If the violation is not corrected within ten (10) days, the Board may, at its discretion, hire a contractor to correct the violation.

Section 3. Other Violations: Any other violation of the Project Documents not specifically outlined in the By-Laws shall be addressed in accordance with the provisions of the CC&R.

Section 4. Expenses of Enforcement: All reasonable expenses, (including, without limitation, court costs, contractor fees, labor, materials, collection expenses, and attorneys' fees) incurred by the Association to correct violations or ensure compliance with Project Documents on an Owner's Lot shall be the responsibility of the Lot Owner, and shall become part of the Assessment, which may be secured by an Assessment Lien.

Section 5. Application of Funds Received: Overdue payments received from or on behalf of a Lot Owner will be applied in the order of: late fees, interest, assessments, other amounts owed, title company letter requests.

Section 6. Right to Appeal: Any member who objects to a notice of violation or notice of enforcement action issued to them may request a hearing before the Board of Directors. If the request is received within ten (10) days, except to prevent eminent risk to life or property, no enforcement action may proceed until a requested hearing has been held. If, after the hearing, the Owner is unsatisfied with the ruling of the Board, other remedies and recourse are available pursuant to the provisions of the CC&R.

ARTICLE IX - MISCELLANEOUS


Section 1. Amendments: These By-Laws may be amended or repealed by the Board of Directors, or by a majority vote of the Members at a meeting in which a quorum has been reached.

Section 2. Severability: Invalidation of any provision of this document by judgement or court order shall in no way affect the other provisions, which shall remain in full force and effect.

Section 3. Conflict of Documents: In the event of conflict between Project Documents, the CC&R shall control.

IN WITNESS WHEREOF, officers of the Smokey Row Home Owners' Association have executed this instrument as of October 26, 2015.

Officers.




Dan Young – President, Smokey Row Home Owners' Association



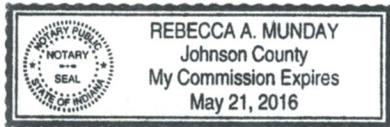
Matt Poston – Secretary, Smokey Row Home Owners' Association

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 26th day of October, 2015.



Signature



Rebecca A. MUNDAY

Printed

Notary Public

My Commission Expires:

May 21, 2016

County of Residence

Johnson