

BY-LAWS OF
CHARLESTOWN STATION HOMEOWNERS ASSOCIATION

BY-LAW ONE

PURPOSES AND OBJECTS

The purposes for which the Association has been formed are as follows:

- (a) To develop a community designed for safe, healthful, and harmonious living.
- (b) To promote the collective and individual property interests and rights of all persons owning property in the subdivision known as Charlestown Station located behind Charlestown Station Shopping Center at 2669 Charlestown Road, and between Lynwood Court and Scheller Lane, New Albany, Indiana.
- (c) To care for the improvements and maintenance of the common areas consisting of a chain link perimeter fence, a privacy fence on the south side of the property, a drainage easement, a nature reserve area (Lots 22, 23 and 24), a privacy fence on the east side of Lot No. 1; and limited common areas consisting of a roof over structure "A" covering units 1 through 10, a roof over structure "B" covering units 11 through 21, a concrete block dividing wall between the units, and divider fences between the lots.
- (d) To aid and cooperate with the members of the association in the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall subsequently be approved by a majority vote of the members of the Association.
- (e) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Charlestown Station and

Directors. A special meeting of the members must be called within 10 days by the President or the board of directors if requested by not less than three-fourths of the members having voting rights. In the event of a dispute between two or more unit owners, any officer may call a special meeting on their own motion.

(c) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(d) Quorum. At all Association meetings, a majority of the members shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.

(e) Proxies. At any Association meeting, a member entitled to vote may vote by proxy executed in writing by the member.

(f) Voting by mail. Where directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

BY-LAW FOUR

BOARD OF DIRECTORS

(a) General Powers. The affairs of the Association shall be managed by the board of directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure, and Qualifications. The number of directors shall be not less than

(f) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the board of directors for the unexpired portion of the term.

BY-LAW SIX

ASSESSMENTS

(a) Monthly assessments. The monthly assessments shall be the same for each unit and shall be \$ _____ per month, subject to such modification as a majority of the directors may require, provided, however, that no increase above \$ _____ per month may be determined without three-fourths of the members approving such increase.

(b) Obligations of Owners and Developer. Assessments shall begin sixty (60) days after the first unit is sold. The developer's responsibility for monthly assessments for units that are unsold is \$ _____.

(c) Payment of Assessments. The monthly assessments shall be payable the first day of each and every month.

(d) Special Assessments. Special Assessments may be levied on members of this Association only by a vote of three-fourths of a majority of all members of the Association. The procedure for voting on proposed assessments shall be the same as the procedure provided in these By-Laws for voting on amendments to these By-Laws.

(e) Default in Payment of Assessments.

(1) If any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after fifteen (15) days written notice of such delinquency given

by the Association to such member, the same shall be submitted to the Charlestown Station Homeowners Association for review. IF the matter cannot be resolved, it shall be submitted to arbitration and the owners of such units agree to be bound by the decision of such arbitrator. If after an attempt at resolution and/or arbitration has been made by the Homeowners Association pursuant to paragraph 11 of the Charlestown Station Homeowners Agreement and such assessments remain unpaid, the amount of the assessment shall become a lien on such member's unit and lot in the subdivision in favor of the Association and the Association shall have the right to record a Notice of Claim of Lien, and proceed on such claim in accordance with the provisions of Indiana Code 32-8-1 et. seq. for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessments in any court of competent jurisdiction.

BY-LAW SEVEN

MAINTENANCE AND REPAIR

(a) **Owner Maintenance and Repair.** Every owner must perform promptly all maintenance and repair work within its own unit which, if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damage and liabilities that his or her failure to do so may engender.

(b) **Expense.** All the repairs of internal installations of the units such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.

(c) **Lot Mowing and Landscaping.** Every owner shall be responsible for the mowing and

landscaping of its individual lot.

BY-LAW EIGHT
AMENDMENTS

Any proposed amendment to these by-laws must be submitted in writing at any meeting of the members of the Association. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) members of the Association, shall be read to the meeting by the secretary/treasurer, and shall be printed on ballots distributed to all members by mail.

A proposed amendment shall become effective when approved by a three-fourths (¾) majority of the members entitled to vote.

IN WITNESS WHEREOF, witness my hand and seal this ____ day of _____, 1998.

WILLIAM J. SPRIGLER, Developer

THIS INSTRUMENT PREPARED BY:
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