

**AMENDED AND RESTATED CODE OF BY-LAWS OF
BUCKHORN ESTATES ASSOCIATION OF HOMEOWNERS, INC.**

An Indiana Nonprofit Corporation

COMES NOW the Buckhorn Estates Association of Homeowners, Inc. (hereinafter “Association”), by its Board of Directors, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Hamilton County, Indiana commonly known as Buckhorn Estates was established upon the recording of certain Plats with the Office of the Recorder for Hamilton County, Indiana; and

WHEREAS, the Plats for Buckhorn Estates were originally subject to a Declaration of Easements, Restrictions and Covenants dated April 17, 2000, and filed with the Office of the Recorder of Hamilton County, Indiana on May 24, 2000, as Instrument No. 2000-24960; and

WHEREAS, the Association was incorporated pursuant to the above listed Declaration of Easements, Restrictions and Covenants as a nonprofit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on or about June 14, 2000; and

WHEREAS, the Association’s Board of Directors (while under the developer’s control) originally adopted a Code of By-Laws for the Association and the homeowners within Buckhorn Estates; and

WHEREAS, Article X, Section 1 of the original By-Laws state that the By-Laws may be amended at a regular or special meeting of the members of the Association by a vote of a majority of a quorum of members present in person or by proxy; and

WHEREAS, the Board of Directors desires to amend the By-Laws of the Association in their entirety.

WHEREFORE, the following Amended and Restated Code of By-Laws for Buckhorn Estates is hereby approved and adopted by the Board of Directors of the Buckhorn Estates Association of Homeowners, Inc., after being approved by a majority of a quorum of the homeowner members present in person and by proxy at a meeting held on June 22, 2016, and are effective as of the date of adoption. The following By-Laws shall supersede and replace all former By-Laws of the Association.

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BUCKHORN ESTATES ASSOCIATION OF HOMEOWNERS, INC.**

An Indiana Nonprofit Corporation

**ARTICLE 1
NAME**

Section 1.1. Name. The name of this corporation is Buckhorn Estates Association of Homeowners, Inc. (hereinafter referred to as “Association”). In the original Declaration of Easements, Restrictions and Covenants, the Association was referred to as NP Corp.

**ARTICLE 2
IDENTIFICATION & APPLICABILITY**

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Real Estate 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 Buckhorn Estates subdivision shall automatically and mandatorily be Members in the Association 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 Easements, Restrictions and Covenants of Buckhorn Estates, said Declaration being dated April 7, 2000, and recorded in the Hamilton County Recorder’s Office on May 24, 2000, as Instrument No. 2000-24960 (hereafter, “Declaration”), together with all amendments or supplements thereto, the Articles of Incorporation, the rules and regulations of the Association and of 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 Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, and the Indiana Nonprofit Corporations Act of 1991 (the “Indiana 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 Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration 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 Declaration, shall have the same meaning in the Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Article 1 of the Declaration containing definitions for terms, unless otherwise indicated herein.

ARTICLE 3
MEETINGS OF ASSOCIATION

Section 3.1. 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 the annual budget (and approving if required), and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Indiana Nonprofit Act.

Section 3.2. Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of October or November 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.

Section 3.3. Special Meetings. As mandated by the Indiana Nonprofit Act, 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 signed by 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.

Section 3.4. Notice and Place of Meetings. All meetings of the Members of the Association shall be held on the Real Estate 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 fourteen (14) 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 Declaration, 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 Indiana 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 3.5. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Association. After a quorum is verified, the President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) 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 as defined in Section 3.6(e) hereof.

(2) 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 prior year and the proposed budget for the next year.

(3) Budget. The proposed budget for the following calendar year shall be presented to the Members for discussion. If the proposed budget would result in an increase of the annual General Assessment of more than ten percent (10%) over the prior year's amount, the proposed budget must be approved by a Majority of the Vote as defined in Section 3.6(e).

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

(5) 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 as defined in Section 3.6(e) hereof.

(6) Election of Board of Directors. Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations can be made either before or at the annual meeting. Voting for the Board of Directors will be by paper ballot unless the Members vote otherwise. The ballot shall contain the name of each person nominated to serve as a Board member. 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.

(7) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year, if such approval is necessary.

Section 3.6. 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. To the extent provided in the Indiana Nonprofit Act, and except as otherwise provided in the Declaration, the Articles of Incorporation 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. In voting for Directors, each Owner (or his or her 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 Owner shall be allowed to accumulate his or her votes.

(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 attorney-in-fact in writing, delivered to the Secretary of

the Association prior to the commencement of the meeting. As mandated by Indiana's Homeowners Association Act, no such proxy shall remain valid for longer than one hundred eighty (180) days after the date on which the proxy is given.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, or the Articles or the Indiana Nonprofit Act, the presence of Owners or their duly authorized representatives owning at least **twenty-five percent (25%)** of the total number of Lots shall constitute a quorum at all meetings. Unless otherwise required herein or by the Indiana Nonprofit Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, even if enough Owners were to withdraw 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 the total number of Lots, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at a meeting at which a quorum is present.

Section 3.7. Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association. The Chairman 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 3.8. Written Ballots. In lieu of any annual or special meeting of the Members, written ballots may be utilized in the manner prescribed in the Indiana Nonprofit Act.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of five (5) persons who each own at least one (1) Lot. To be eligible to be elected, and to remain serving on the Board, the Owner cannot be delinquent on paying any assessments or other charges to the Association. The number of Directors comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Directors, but said number shall not exceed seven (7). If the number of Directors is ever greater than five (5), said number may be decreased by resolution adopted by not less than a majority of the Board. In no event shall the number of Directors be less than five (5) nor more than seven (7) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided

herein, the election of the additional Director or Directors shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of one (1) year. Thus, all members of the Board of Directors 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 or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Owners 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 Owners 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 or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Maintaining the Common Areas, the Lake Easements, the Landscape Easements, Drainage Easements and the Utility Easements, unless the same are otherwise the responsibility or duty of the Owners;
- (b) Procuring of utilities applicable to the Common Areas;
- (c) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;
- (d) 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;

- (e) Preparing annually and making available to any Owner upon request a full accounting of all receipts and expenses incurred during each year;
- (f) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas and applicable Easements, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (g) Procuring and maintaining in force all insurance coverage required by the Declaration;
- (h) Performing such other duties as may be reasonably inferred from the provisions of the Declaration.

Section 4.6. Powers of the Board of Directors. The Board of Directors 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 employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as “Managing Agent”) to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods;
- (b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas;
- (e) 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;
- (f) To open and maintain a bank account or accounts in the name of the Association and to designate the signatories thereto;

(g) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Compensation. No Director or Officer shall receive any compensation for his or her services as such; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 4.8. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal 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 of the Board 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) members of the Board. The person or persons 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 Board members. The notice of the 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. To the extent provided in the Indiana Nonprofit Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone 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 this means is considered to be present in person at the meeting.

In lieu of written notices from the Secretary sent 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 to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Secretary pursuant to the above paragraph.

Section 4.9. 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 4.10. Quorum. At all meetings of the Board, unless the Indiana Nonprofit 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 4.11. Bond. The Board of Directors 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 of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.12. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.13. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Indiana Nonprofit Act, as the same may be amended from time to time.

ARTICLE 5 OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.6(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, 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, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and 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 these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Association and of the Board 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 Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who 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 Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties, including signing checks.

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE 6
INDEMNIFICATION

Section 6.1. Indemnification of Directors 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 a director 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 Indiana Nonprofit Act.

ARTICLE 7
MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 7.2. Personal Interests. No Member of the Association shall have or receive any earnings from the Association.

Section 7.3. 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, and at least one other officer of the Association.

ARTICLE 8
GRIEVANCE RESOLUTION PROCEDURES

Section 8.1. Introduction and Definitions. Effective July 1, 2015, Indiana added a new provision to the Indiana Homeowners Association Act that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit is filed in court. To comply with that statute, the following grievance resolution procedures shall apply to Buckhorn Estates. The Association, the members of the Association, the Board of Directors, and all persons subject to the Declaration (individually called "Party" and collectively called "Parties" for purposes of this Article) agree to encourage the amicable resolution of disputes involving Buckhorn Estates and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party is deemed to covenant and agree that the grievance resolution procedures set forth in this Article apply to any Claim as hereafter defined. This Article does not apply to an Exempt Claim (as defined below) unless the Parties agree that this Article is applicable to the Exempt Claim. As used in this Article only, the following words, when capitalized, have the following specified meanings:

- (a) “Claim” refers to any of the following:
- i. A claim arising out of or relating to the interpretation, application, or enforcement of the Restrictions.
 - ii. A claim relating to the rights and/or duties of Association or the Board of Directors under the Restrictions.
 - iii. A claim relating to the maintenance of the Real Estate.
 - iv. Any other claim, grievance, or dispute among the Parties involving the Real Estate or the Association.
 - v. The term “Claim” does not include an Exempt Claim as defined below.
- (b) “Claimant” means any Party who has a Claim against another Party. To avoid confusion, and to make these provisions easier to understand, the term “Association” will be used interchangeably with the term “Claimant” in the procedures below to address the situation of the Association pursuing a covenant violation against a Homeowner.
- (c) “Exempt Claims” means any of the following claims or actions:
- i. A claim by the Association for Assessments and any action by the Association to collect Assessments.
 - ii. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief: (A) to maintain the status quo and preserve the Party’s ability to enforce the provisions of the Restrictions; or (B) when an emergency condition exists which jeopardizes the health or safety of any of the residents within the Property.
 - iii. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.
 - iv. A dispute that is subject to alternate dispute resolution – such as mediation or arbitration – by the terms of applicable law or another instrument, such as a contract or warranty agreement.

- v. A claim that is substantially identical to a Claim: (A) that was previously addressed by the Parties; or (B) which was resolved by a judicial determination in favor of one of the Parties.
- (d) “Homeowner” means the legal owner of record, land contract purchaser, tenant, or occupant of a residential dwelling or lot within Buckhorn Estates.
- (e) “Legal Proceedings” refers to either (i) an action maintained in a court, or (ii) an administrative proceeding initiated under an applicable law.
- (f) “Respondent” means the Party against whom a Claimant has a Claim. To avoid confusion, and to make these provisions easier to understand, the term “Homeowner” will be used interchangeably with the term “Respondent” in the procedures below to address the situation of the Association pursuing a covenant violation against a Homeowner.
- (g) “Restrictions” means all restrictions, conditions, and covenants now or hereafter imposed by the provisions of the Declaration, the Plats, these By-Laws, the Articles of Incorporation, and any rules and regulations adopted by the Board of Directors of the Association.

Section 8.2. Mandatory Procedures. The Association may not initiate a Legal Proceeding seeking redress or resolution of a Claim until the Association has complied with the procedures of this Article.

Section 8.3. Notice. The Association must notify the Homeowner in writing of the Claim (the “Claim Notice”), stating plainly and concisely: (1) the nature of the Claim, including the date, time, location, persons involved, and Homeowner’s role in the Claim; (2) the basis of the Claim, including the provision of the Restrictions or other authority out of which the Claim arises; (3) what the Association wants the Homeowner to do or not do to resolve the Claim; (4) that the Homeowner has a right to meet with the Association’s Board of Directors, if the Homeowner makes a written request for a meeting; and (5) the name and address of the person from whom the Homeowner must request such a meeting.

Section 8.4. Meeting. This Section 8.4 applies if the Homeowner has requested a meeting under Section 8.3 above not later than ten (10) business days after the date of the Claim Notice. The Association and the Homeowner will meet in person to resolve the Claim by good faith negotiation, at the time and place agreed to by the Association and the Homeowner. During the meeting, the Parties must have full access to the property that is subject to the Claim, for the purpose of inspecting the property, if appropriate or necessary. If the Homeowner elects to take corrective action, the Association must provide the Homeowner and Homeowner’s agents with full access to the property to take and complete corrective action.

Section 8.5. Determination of an Impasse; Mediation or Arbitration.

- (a) The parties are considered to be at an impasse if:
 - (i) the Homeowner does not request a meeting under Section 3 above;
 - (ii) either Party fails to attend a meeting agreed upon under Section 4 above;
or
 - (iii) the Parties are unable to settle the claim at a meeting held under Section 4 above.
- (b) Either Party may, not later than ten (10) days after an impasse is reached, request in writing to the other Party that the other Party submit the Claim to mediation or binding arbitration.
- (c) The Party making the request under subsection (b) is responsible for the costs of the mediator or arbitrator.

Section 8.6. Legal Proceedings May Commence. If an impasse is reached and:

- (a) neither Party requests mediation or arbitration; or
- (b) mediation or arbitration does not result in a settlement of the claim;

the Association may begin Legal Proceedings.

Section 8.7. Enforcement of Settlement Agreement. This Section 8.7 applies if a Claim is settled through negotiation, mediation, or arbitration. The settlement of the Claim must be documented in a written agreement signed by each of the Parties. If any Party fails to abide by the settlement agreement, then the other Party may begin Legal Proceedings without again complying with the procedures set forth in this Article. If a Party who begins Legal Proceedings prevails in those legal proceedings to enforce the settlement agreement, the Party is entitled to recover from the other non-complying Party the court costs, attorneys' fees, and all other reasonable costs incurred in enforcing the settlement agreement.

Section 8.9. General Provisions. A release or discharge of a Homeowner from liability to the Association with respect to the Claim does not release or discharge the Homeowner with respect to any other person who is not a Party to Claim.

Section 8.10. Settlement Authority. The Board, on behalf of the Association, and without the consent of the members of the Association, may do any of the following:

- (a) Negotiate settlements of Claims or Legal Proceedings under this Article; and
- (b) Execute any document related hereto, such as settlement agreements and waiver or release of claims.

Section 8.11. Allocation of Costs. Except as otherwise provided in this Article, each Party shall bear its own costs for application of this Article, including attorney's fees.

Section 8.12. Application of the above Procedures to a Homeowner's Claim against either the Association or another Homeowner. As noted above, the Indiana statute requires the grievance resolution procedures described above to be completed before the Association can begin Legal Proceedings against a Homeowner for a covenant violation. However, that same statute is equally applicable to the Homeowners within Buckhorn Estates. Examples of this would be where a Homeowner has a Claim against the Association, the Association's Board of Directors, or against another Homeowner in Buckhorn Estates. Therefore, all of the grievance resolution procedures described above are equally applicable and mandatory if a Homeowner pursues such a Claim.

ARTICLE 9 AMENDMENT TO BY-LAWS AND INTERPRETATION

Section 9.1. Amendment. These By-Laws may be amended at a regular or special meeting of the members of the Association by a Majority of the Vote as defined in Section 3.6(e).

Section 9.2. Interpretation. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration will control unless otherwise required by operation of law. For example, the grievance resolution procedures described above in Article 8 are required by law, regardless of any conflicting provisions in the Declaration.

This instrument prepared by P. Thomas Murray, Jr., Attorney at Law, Eads Murray & Pugh, P.C., 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

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