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Aldon Builders, Inc.  
5201 Fountain Dr.  
Ste A, C.P.

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DECLARATION OF EASTVIEW TERRACE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS

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THIS DECLARATION, dated this 11th day of January, 1988, made by ALDON BUILDERS, INC., an Indiana Corporation (hereinafter referred to as "Developer" and/or "Declarant"), having its principal office at 5201 Fountain Drive, Schererville, Indiana 46375.

WITNESSETH

WHEREAS, Developer is the owner of the real property ("Property" described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer desires to create on the property a residential community ("Community") with permanent roadways appurtenant parkways, general parking areas, and to reserve the right to provide other common areas ("Common Areas") for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Community and for the enhancement, maintenance and use of the Community Facilities; and, to this end desires to subject the Property and the respective owners of the covenants, restrictions, terms and conditions hereinafter set forth, each and all of which is and are for the benefit of the Property; and

WHEREAS, Developer deems it desirable for the preservation of the Community to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing various covenants and restrictions and collecting and disbursing the assessments and charges hereinafter set forth, to be known as the Eastview Terrace Association for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that all of the property described in exhibit "A" shall be held, transferred, sold, conveyed, occupied and dedicated subject to the covenants, conditions, restrictions, easements, undertakings, agreements, changes, liens and rules of the Eastview Terrace Association, as provided herein and as may be later amended as hereinafter set forth.

LILLIAN A. BLASTICK  
REGARDER LAKE COUNTY  
CROWN POINT, INDIANA 46307  
AUG 1 11 PM '88

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Anna N. Anton  
AUDITOR LAKE COUNTY

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## ARTICLE I

### DEFINITIONS

1.01 Definitions. The following terms, unless the context requires otherwise, shall have the following meaning when used in this Declaration:

A. "Declaration" shall mean this instrument the code of By-laws and shall include such amendments, if any, to this instrument as may from time to time be adopted as permitted by the term hereof.

B. "Developer" or "Declarant" shall mean Aldon Builders, Inc., provided however, that Developer or Declarant may act hereunder by and through its beneficiaries, its successors and assigns and on behalf of all persons seeking to acquire any interest hereof.

C. "Property" shall mean the real estate described in Exhibit "A" hereto, which is by this reference incorporated herein and made a part hereof.

D. "Association" shall mean Eastview Terrace Association and its successors and assigns.

E. "Community Facilities" or "Common Areas" shall mean those areas or parts of the Property not comprising the feeholder lots as described and depicted in Exhibit B, said common area will be owned by the Association for the common use and benefit of the members of the Association, subject to and in accordance with the provisions hereof, including but not limited to (i) all easements rights held by the Association and all facilities and equipment located therein and thereon; and (ii) any structures or improvements constructed or placed upon any part of the Community Facilities. All personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, or for the maintenance and management of any part of the Property in accordance with the provisions of the Declaration and the By-Laws, shall be deemed to be Community Facilities insofar as the same is to owned, used of disposed of for the benefit of Owners.

of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Board member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting (in which event unanimous consent of all Board members shall be required). A majority of the Board shall constitute a quorum, and determinations of the Board shall be binding upon the affirmative vote of a majority of those members of the Board present at any meeting at which a quorum is in attendance (or by unanimous consent, as above stated).

B. Compensation of Board Members. No compensation shall be paid to Board members for services in such capacity, unless Voting Members having three-fourths (3/4) of the total votes shall approve such compensation.

C. Election of Officers by Board. At each annual meeting of the Board, the Board shall elect from among its members or Members of the Association a President who shall preside over its meetings and those of the Voting Members, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the Office of Secretary, and a Treasurer to keep the financial records and books of account. The Board may by resolution create additional offices and elect appointees thereto, may create committees and make appointments thereto and may at any time make appointments to fill a vacancy in any office. All officers shall serve until the next annual meeting of the Board or until their successors are elected and qualified.

D. Compensation of Officers. No compensation shall be paid to an officer for services in such capacity, unless Voting Members having three-fourths (3/4) of the total vote shall approve such compensation.

E. Removal from Office. Any Board Member may be removed

from office by affirmative vote of the Voting Members having at least three-fourths (3/4) of the total votes, at any Special Meeting called for such purpose. Any officer may be removed from office by the affirmative vote of a majority of the members of the Board at a special meeting of the Board called for such purpose.

2.04 Voting Rights of Members. There shall be one (1) person with respect to each Residential Unit of ownership who shall be entitled to exercise the voting rights attributable to such Parcel or Unit at any meeting of the Owners,

Such person shall be known (and is herein referred to) as a Voting Member. Such Voting Member may be the Owner or one of the group composed of all Owners, or may be a person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such proxy designation shall be made in writing to the Board and may be changed at any time by actual notice to the Board of the death or judicially declared incompetence of any designee or by written notice to the Board by the Owner or Owners from time to time of any Unit or Parcel covered by such proxy. Any or all of such Owners may be present at any meeting of the Voting Members and may vote or take any other action as a Voting Member either in person or by proxy. The Developer (or its nominee or designee) may exercise the voting rights with respect to each Parcel and Unit owned by the Developer.

2.05 Annual Meeting of Voting Members. The first Annual Meeting of the Voting Members may be held upon not less than ten (10) days written notice given by the Developer at any time, and shall be held within a reasonable time after all Class B membership in the Association shall have terminated. Thereafter, there shall be an Annual Meeting of the Voting Members on the first Tuesday of April of each succeeding year, at 7:30 o'clock p.m. on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. At each Annual Meeting of Voting Members, the Voting Members shall, by a

majority of the total votes present at any such meeting, elect the Board members for the following year, and transact such further or other business as shall properly be brought before the meeting.

2.06 Special Meetings of Voting Members. After the initial Annual Meeting of Voting Members, special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice (unless waived in writing), authorized by a majority of the Board, or by the Voting Members having one-fourth (1/4) of the total votes, and delivered not less than seven (7) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

2.07 Notice of Meetings of Voting Members. Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit or Parcel with respect to which the voting right appertains, if no such address has been given to the board.

2.08 Quorum: Procedure. The presence at any meeting of the Voting Members having ten (10%) per cent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total present at such meeting. Any Voting Members in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting (in which event unanimous consent of all Voting Members shall be required).

2.09 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration and their By-Laws, the Board shall have the following general powers and duties:

- A. To elect the officers of the Association as hereinabove provided;
- B. To administer the affairs of the Association and the Community Facilities;

C. To engage the services of a manager of managing agent who shall manage and operate the Community Facilities for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;

D. To formulate policies for the administration, management, use and operation of the Community Facilities, and to provide for the implementation thereof;

E. To adopt administrative rules and regulations governing the administration, management, operation and use of the Community Facilities, and to provide for the enforcement thereof, and to amend such rules and regulations from time to time;

F. To provide for the maintenance, repair and replacement of the Community Facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

G. To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Community Facilities, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel employed by the managing agent);

H. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective Proportionate Shares thereof, as hereinafter provided;

I. To comply with the instructions of the Voting Members, as expressed in any resolution adopted by an affirmative vote of majority of the total votes held by all Voting Members (unless a greater plurality is required with respect to any issue or matter, as elsewhere herein specified);

J. To manage and to make determinations with respect to the Community Facilities;

K. To exercise all other powers and duties of the Board referred to in the Declaration or these By-Laws, and to perform all acts necessary

to implement the foregoing.

2.10 Specific Powers of the Board. The Board shall acquire and shall have the power to purchase, contract for and pay for the following within the general powers hereinbefore granted, and which are herein listed for the purposes of illustration and not for the purposes of limitation.

A. Utility Service for Community Facilities. Water, waste removal, electricity, telephone, heat, power and other necessary utility service if not separately metered or charged to the Parcels or Units.

B. Casualty Insurance: Insurance against loss or damage against fire and such other hazards as the Board shall deem necessary to insure, for such improvements constituting Community Facilities and such personal property owned by the Association as the Board shall desire to insure.

C. Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable (but not less than \$500,000 for any one person injured, \$1,000,000 for any one occurrence and \$100,000 for property damage), and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent, if any, and their respective beneficiaries, employees and agents (to the extent that any or all of the same are, in the determination of the Board, properly named as insureds), from liability in connection with the ownership and/or use of the Community Facilities, and insuring the officers of the Association and members of the Board from liability for good faith actions, whether within or beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

D. Workmen's Compensation: Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the

Community Facilities, the services of any person or persons required for maintenance or operation of the Community Facilities, and legal, accounting and other professional services necessary or proper in the operation of the Community Facilities or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

F. Care of Community Facilities: Landscaping, gardening, snow removal painting, paving, striping, cleaning, maintenance, repair and replacement of the Community Facilities and such equipment used in connection therewith as the Board shall determine to be necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Community Facilities; and all real estate taxes and other impositions upon the Community Facilities.

G. Additional Expenses: Any other materials, equipment, supplies, furniture, labor, services, maintenance, repairs, structural alterations or additions, insurance or assessments which the Board is required to or may secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Community Facilities or for the enforcement or implementation of any of the terms and provisions of this Declaration.

H. Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Community Facilities or any part thereof (rather than merely against the interests therein of particular Owners); it being understood, however, that the foregoing authority shall not be in limitation of any other lawful action relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it, and any costs incurred by the Board by reason of discharging said liens or otherwise in relation thereto shall be specially assessed to and paid by said Owners.



I. Maintenance of Buildings: Maintenance and repair of or other work to any Building, or Unit which is necessary in the discretion of the Board to protect the Community Facilities or the appearance of the Property or any Phase, or to carry out any of the purposes encompassed by this Declaration, and which the Owner or Owners of a Building, or Unit have failed or refused to perform within a reasonable time after written notice delivered by the Board to said Owner or Owners. The Board shall levy a special assessment against such Owner for the cost of said maintenance, repair or other work. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners and Occupants as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. In the event of any emergency originating in or on any Unit threatening any Community Facility or other Unit, or in the event of an Owner's absence at a time when required alterations, maintenance, repairs or other work are to be performed, the management agent or his representative or any other person designated by the Board may enter in or upon such Unit and immediately, whether the Owner is present or not, perform the required work.

J. Certain Utility Services to Units. The Board may pay from the maintenance fund water taxes, waste removal and any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

2.11 Vouchers. All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the

Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Association.

### SECTION III

#### ASSESSMENTS --- MAINTENANCE FUND

3.01 A. Common Expense - Estimate. Each year on or before December 1, the Board (or if the Board is not yet in effect, the Developer) will estimate the total amount necessary to pay the cost of wages, materials, equipment, improvements, additions, insurance, services, and supplies which will be required or incurred during the insuing calendar year for the performance of all services and other other undertakings required or permitted herein and to be charged as Common Expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each owner in writing as to the amount of such estimate, with reasonable itemization of the categories or composition thereof. Each Owner shall be assessed for a Proportionate Share of said "estimated cash requirement" on or before January 1st of the insuring year and each 90 days thereafter, each owner shall be obligated to pay to the Board, or as it may direct, one quarter (1/4) of the annual owners assessment made pursuant to this section.

On or before the date of the annual meeting of each calendar year the Board shall supply to the Owners an itemized accounting of all expenditures for common expenses for the preceding calendar year actually incurred and collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. In the event that this quarterly payment schedule conflicts with any other payment schedule outlined in this document this provision shall be controlling.

For purposes of this section Developer shall not be considered the Owner of any unsold parcels. Occupancy fees shall commence at the time of the initial sale of each individual unit.

B. Special Assessments to Particular Owners. Special assessments made against particular owners as permitted in Paragraph 2.09 H, I, and K, 3.02, or any other provisions hereof, shall be due and payable within 20 days after notice by the Board to an Owner, specifying the amount and nature thereof. The Board shall have all rights and remedies with respect to nonpayment and collection of any such special assessment as is provided herein for assessments for Common Expenses.

3.02 Reserve for Contingencies and Replacements. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If the annual "estimated cash requirement" proves inadequate for any reason, including but not limited to nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners in Proportionate Shares. The Board shall serve notice of such further assessment on all Owners responsible therefor by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next quarterly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted quarterly amount. At the time of the conveyance, by a contractor or any other person who may erect Buildings upon the Property for sale, of a Unit or a Parcel containing a Building, the Owner who purchases the same shall pay (in addition to that portion of the first quarterly assessment) to the Association, or as otherwise directed by the Board, an amount equal to one full quarterly assessment for each Unit contained in the property as conveyed, which amount shall be used and applied as a operating reserve for Common Expenses in the manner herein provided; together with un-amortized insurance premiums and prepaid expenses which constitute a Common Expense. If any Parcel is conveyed in an unimproved state, the reserve payments required herein shall be due and payable when any Building erected thereon is occupied in whole or in part.

3.03 Budget for First Year. When the first Board elected hereunder takes office, it shall determine the estimated Common Expenses, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the responsible Owners during said period as provided in Section 3.01. Nothing herein shall limit the authority of any Board serving prior to the first annual meeting of Voting Members to prepare budgets and

require assessments, and to exercise all of the other rights and prerogatives of the Association and the Board hereunder.

3.04 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay any sums herein provided whenever the same shall be determined, or whenever served; and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly assessment at the then pendant monthly rate.

3.05 Books and Records. The Association shall maintain or cause to be maintained full and correct books of account in chronological order of the receipts and expenditures. Such records and the vouchers authorizing the payment shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a current statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, to the extent the same is then determined.

3.06 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and shall be deemed to be held for the benefit, use and account of all the Owners in their respective Proportionate Shares, except to the extent special assessments are collected for and are to be applied against, specific expenditures or obligations and except for such adjustments as may be required to reflect delinquent or prepaid assessments.

3.07 Obligations and Rights upon Transfer. Except in the case of mortgage foreclosure or other involuntary transfers, the transferees of a Unit shall be jointly and severally liable with the transferor for all unpaid assessments with respect to the transferred Unit without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee, therefore. However, any such transferee shall be entitled to a statement from the Board or the acting manager retained by the Association setting forth the

F. "Building" shall mean a structure located on the property which, as originally constructed, is integrated and designed for use exclusively as living quarters for one family, typically referred to by Lot number, Block number and street address.

G. "Owner", shall mean and refer to a record owner, whether one or more persons or entities, and including the Developer, of a fee simple title to any property, including contract sellers, but excluding those other than contract sellers having such interest merely as security for their performance of an obligation. Developer shall not be considered an owner of unsold parcels for purposes of Section III -- Assessments Maintenance Fund.

H. "Member" shall mean and refer to every person or entity who holds membership in the Association.

I. "Board" shall mean and refer to the board of directors of the Association as constituted at any time and from time to time.

J. "Occupant" shall mean a person or persons who from time to time occupy a Unit.

K. "Occupant Expense" shall mean all sums incurred, expended, or proposed to be expended for the purpose of carrying out, protecting performing or implementing the required or permitted activities of the Board or Association hereunder or which are for the benefit of Owners.

L. "Proportionate Share" shall mean the amount of the Common Expense as bears the same ratio to the total amount of Common Expenses, as the number of Units owned by an Owner bears to all Units existing subjected to the provisions hereof, at the time or times each respective determination (of Proportionate Share) is made. A parcel which is vacant or which is being improved with one or more uncompleted units shall be deemed to be the Unit for the purposes of calculating Proportionate Share.

M. "Unit" shall mean and refer to each separate residential property outlined in schedule "A" herein and described by lot number and block number if applicable.

amount of the unpaid assessments due from the transferor; and anything herein contained to the contrary notwithstanding, the transferee shall not be liable for, nor shall the Unit conveyed by subject to a lien

for, any assessments which became due and payable prior to the date of the statement, in excess of the amount therein set forth. Upon the transfer of a Unit, unless there is an agreement to the contrary approved by the Board, any reserves or other funds of the transferor held by or subject to the control of the Association shall be deemed transferred to the transferee of the Unit

3.08 Remedies for Failure to Pay Assessments. If an Owner is in default in the payment of any charges or assessments required hereunder for thirty (30) days after the same are due and payable, the Board may bring suit for and on behalf of itself (or the Association) and as representative of all Owners, to enforce collection thereof against such Owner personally, and may in addition thereto or in the alternative as it elects, bring suit to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due additional charges for the costs of said suit, together with interest at the legal rate (or at the rate of 8% per annum, if no legal rate applies) from the date due to the date of payment, plus reasonable attorneys' fees. The amount of any delinquent and unpaid assessments and charges for interest, costs and fees as above provided, shall be and become a lien or charge against the Parcel or Unit of the Owner involved when payable, and may be foreclosed by an action brought in the name of the Board or Association as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the Association, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force thirty (30) days after an assessment is delinquent but shall not be binding upon nor affect third persons unless and until a notice thereof is recorded with the Recorder of Deeds; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or any other person providing purchase money financing, shall be prior to the lien of the Association hereunder, except for the lien of assessments on the encumbered

Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Parcel or Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth unpaid assessments and charges with respect to the Parcel covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days after receipt thereof, all unpaid assessments and charges which become due prior to the date of making such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid assessments and charges payable with respect to such Unit, and may, if permitted by the terms and provisions of his encumbrance, have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

3.09 Amendments. Except for such amendments as may be required to conform any provision of this Declaration to the requirements of law, all amendments to this Section III shall only be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Facilities or abandonment of his Unit.

#### SECTION IV

##### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

4.01 Use. The Units and Buildings and Community Facilities shall be used and occupied as follows:

A. Residential Purposes: No part of the Property shall be used for other than housing and other related common purposes, except Community Facilities and concession areas erected or installed primarily for the convenience, recreation or service of Owners and

Occupants. Each Dwelling Unit of any two or more adjoining Dwelling Units used together shall be used as residence for a single family or for such other user permitted by this Declaration and for no other purpose.

B. Architectural Controls. No Building, fence, wall or other improvements shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alteration, until the construction plans are specifications; showing the nature, kind, shape, height and materials, color scheme, location and lot and approximate cost of such Building or other improvement, and the grading plan and landscape plan of the Parcel to be built upon shall have been submitted to and approved in writing by the Board or the Developer. The Board and the Developer shall, in their sole discretion, each have the right to refuse to approve any such construction plans or specifications, grading plan, or landscape plan, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, shall have the right to take into consideration the suitability of the proposed Building or other improvement with the surroundings, and the effect of the Building or other improvement on the outlook from adjacent or neighboring parcels, and the ratio between the size of the Parcel and the proposed Building. No consent or approval shall be required with respect to any Building or other improvement erected by Developer.

C. Zoning and Restrictions. Each Owner shall faithfully comply with and observe the restrictions and requirements of each planned unit development ordinance and other zoning ordinances, including any amendments and modifications thereof now or hereafter existing, which affect his Unit or Units, and no Owner shall permit any other person to violate the same. Such restrictions include but are not restricted to the location of Buildings and the maintenance of open areas of "green areas". Each Owner hereby irrevocably authorizes Developer.



cable planned unit development ordinance for so long as Developer is the Class B Member of the Association, and thereafter, the Board shall have the right. Each Owner shall also faithfully comply with and observe any restriction or requirement affecting his Parcel or Parcels which may be incorporated by Developer in a declaration (while Developer is the title-holder thereof), deed or agreement with the Owner which is either filed for record with the Recorder of Deeds or of which Owner shall have notice or knowledge.

D. Obstruction of Community Facilities. No Owner shall maintain or permit any obstruction of the Community Facilities or any common area shared by more than one Owner, nor shall anything be stored in or on the Community Facilities without the prior consent of the Board.

E. Alterations of Community Facilities: Nothing shall be altered or constructed in or removed from the community facilities, except upon the written consent of the Board. No waste shall be committed to the Community Facilities.

F. Prohibited Activities and Signs: No signs, posters or advertisements of any kind or description shall be erected, maintained or displayed on any Phase, visible to public view, except that "For Sale" or "For Rent" signs no larger than ten inches by fifteen inches (10" x 15") may be exhibited on a Building or Dwelling Unit. The provisions hereof shall not apply to the Developer. No trade or business of any kind or character nor the practice of any profession shall be conducted, maintained or permitted on the Property, except as otherwise provided in Article 4.04 and Section IV, Q hereof.

G. Certain Personal Activities Permitted: The restrictions in Paragraphs A and J of this Section 4.01 shall not, however, be construed in such manner as to prohibit an Owner or an Occupant from (1) operating a Parcel as a rental apartment building or renting one or more Units to third parties; (11) maintaining in a Dwelling Unit his personal professional library; (111) keeping in his Dwelling

Unit his personal, business or professional records or accounts; or  
(1V) handling his personal business or professional telephone calls  
or correspondence from a Dwelling Unit.

H. Pets: No animals, rabbits, livestock, fowl or poultry  
of any kind shall be raised, bred, or kept in or about any  
Unit or in the Community Facilities, except that dogs, cats, or other  
household pets may be kept in Dwelling Units, subject to rules and  
regulations adopted by the Board, provided that they are not kept, bred,  
or maintained for any commercial purposes; and provided further that any  
such pet causing or creating a nuisance or unreasonable disturbance in  
the opinion of the Board shall be permanently removed from the  
Property upon three (3) days' written notice from the Board.

I. Nuisances: No Owner shall permit any noxious or  
offensive activity to be carried on in any Dwelling Unit or in  
the Community Facilities, nor shall anything be done therein, either  
willfully or negligently, which may be or become an annoyance or  
nuisance to the other Owners or Occupants. Radio transmitting  
equipment and other high power electronic equipment on any Parcel  
shall be subject to regulation and prohibition by the Board.

J. Laundry or Rubbish: No clothes, sheets, blankets,  
laundry, of any kind or other articles shall be hung out or exposed  
on any part of a Building, Parcel or the Community Facilities. The  
Community Facilities shall be kept free and clear of rubbish, debris  
and other unsightly materials.

K. Rules and Regulations. All Units, Parcels and  
Community Facilities and all activities thereon and therein, shall  
be maintained and conducted in accordance with the rules and regulations  
adopted by the Board from time to time.

L. Parking and Traffic. Traffic and parking on the  
Community Facilities shall be within the plenary jurisdiction of the  
Board, which may from time to time and at any time fix and amend (by  
way of inclusion and not limitation) traffic patterns for pedestrians  
and vehicles, vehicle speed limits, commercial traffic flow and parking

locations. The Board shall have the right to purchase, maintain and install at any location on the Community Facilities and at any reasonable location on a Parcel traffic control signals, signs and devices, and parking signs and control devices. The Board may at any time install and maintain on the Common Facilities parking lots and designate parking areas, and may assign individual stalls or areas therein to any Parcel, Unit or for any specified purpose or group of Owners, upon such terms as it deems desirable; and the Board may elect to treat the maintenance cost thereof as a Common Expense.

#### SECTION V

##### INCORPORATION OF ASSOCIATION

5.01 Formation of Corporation. Developer, prior to the election of the first Board, and The Board at any time thereafter, may cause to be incorporated a corporation under the laws of the State of Indiana, to facilitate administration and operation of the Property, and to assume the responsibilities of the Association hereunder. Upon the formation of such Corporation, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Unless and until otherwise modified, the provisions of Articles III, IV, and Sections II and III hereof shall be the By-laws of such corporation. Any beneficiary of Developer, or its, his or her appointees, may be the incorporators of such corporation, and such persons shall have the right to, elect the first Board thereof.

#### SECTION VI

##### GENERAL PROVISIONS

6.01 Encumbrances. No Owner shall have the right or authority to

mortgage or otherwise encumber in any manner whatsoever the Community Facilities or any other part of the Property other than his own Parcel or Unit (including any undivided interest owned by him in a Parcel containing a condominium Building).

6.02 Separate Real Estate Taxes. It is intended that real estate taxes are to be separately taxed to each Owner for his Unit.

6.03 Negligence of Owner. If, due to the negligent act or omission of an Owner or of an Occupant of a Dwelling Unit owned by an Owner, or a contractor, employees, agent, or of such Owner or Occupant, damage is caused to the Community Facilities or a Building or Dwelling Unit owned by another Owner, then such cost shall be paid for by the Owner and Occupant by or under whom the damage was caused, unless the act or omission is covered by insurance and the insurance proceeds are sufficient to pay for and are applied to all required repairs and/or replacements. The liability of an Owner and Occupant for any such damage shall be joint and several; and it shall not be a defense that the person causing the damage was not authorized to perform the specific act out of which the damage was incurred.

6.04 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board and the Developer the right, in addition to the rights set forth in the next succeeding section:

A. To enter upon the Parcel or Dwelling Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, the continuance of any breach.

6.05 Developer's Initial Rights. Until such time as the Board provided for in this Declaration is formed, and until such time thereafter as the Developer shall have conveyed lands constituting one hundred (100) per cent of the land area contained with the Property, the Developer (or its nominee or beneficiary) shall exercise the powers, rights, duties and functions of the Board and of the Association. Association legal fees for cost of turnover shall be paid by the Association.

6.06 Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Parcel is subject to such mortgage or trust deed.

6.07 Service of Notices on Board. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association, either personally, or by mail, addressed to such member at his last known address. The method for service of such notices may be changed from time to time by the Board, provided that such Voting Member is notified of such change.

6.08 Service of Notices on Owners. Notices required or desired to be given to an Owner may be delivered either to the Owner, any Co-Owner or the Voting Member having the privilege of voting with respect to the Unit of such Owner, and delivery by mail at the last known address of such person, by personal delivery, or by posting on the door or insertion in the mailbox of such Owner shall be sufficient service thereof.

6.09 Covenants to Run With Land. Each grantee of the Developer, by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Trustee's Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers

created or reserved by this Declaration, and all rights, benefits and privileges of each character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest in said land, and shall insure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

6.10 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.11 Waiver of Damages. Neither the Developer, nor its beneficiary, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or ex delictu (except in case of gross negligence). Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services. However, this Section 6.16 shall not affect or impair liability otherwise assumed or imposed upon Developer in connection with sales of Parcels, Buildings or Units.

6.12 Amendments to Declaration. This Declaration may be changed, modified, or rescinded by instruments in writing setting forth such change,

modification or rescission signed and acknowledged by the Board, and ninety (90%) per cent of the Owners and all mortgagees having bona fide liens of record against a Parcel or Parcels, except that changes, modifications or rescissions of any of the terms and provisions of Article VI shall be by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board and the Owners or Voting Members having seventy-five percent (75%) of the total votes of the Association and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens against any Parcel, not less than ten (10) days prior to the date of such affidavit; and provided further, however, that Developer reserves the right, prior to the conveyance of all the Property to third persons, to make amendments to this Declaration without the consent of or notice to Owners and their mortgages, provided that such amendments are not materially detrimental to the Unit Owners. The change, modification or rescission shall be effective upon recording of such instrument in the office of the Recorder of Deeds in Lake County, Indiana. No change, modification, or rescission of any provision of this Declaration affecting the Developer shall be effective as to the Developer unless the Developer consents thereto in writing.

6.13 PHA/VA Approval. So long as there is a Class B Membership in the Association, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of property or dedication of common areas which are not within the boundaries of the Property, and any amendment of this Declaration.

6.14 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or otherwise affect the rest of this Declaration.

6.15 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise

## ARTICLE II

### REAL ESTATE AFFECTED

2.01 Property. The Property described in Exhibit "A" all times hereafter, shall be held, transferred, sold, conveyed, used and occupied subject to and in accordance with the terms provisions and conditions contained in this Declaration.

2.02 Future Property. Developer may from time to time and at any time designate all or any portion of other property as Property hereunder and thereby subject the same to the terms, provisions and conditions hereof, and simultaneously extend to such property the benefits herein contained, by recording a document with the recorder of Deeds of Lake County, Indiana which:

(a) Specifically subjects such property to this Declaration by reference hereto; and

(b) Identifies the property by plat, legal description or otherwise.

2.03 Applicability of Declaration. Upon subjection of owner to the terms, provisions and conditions of this Declaration, unless otherwise specified by Developer, all action theretofore taken hereunder by the Board, the Association, the Developer, its beneficiaries and their contractors, agents and employees shall be binding upon and insure to the benefit of the owner.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner shall have a membership in the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of a Unit, and each Owner shall by Ownership of a Unit, or by accepting a conveyance of the same, be a Member of the Association, and thereby succeed to the rights and become subject to the obligations of a Member of the Association, whether or not reference is made thereto in the



be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of the Governor and the United States Senators from the State of Indiana serving on the date of recordation hereof.

6.16 Ownership by Trust. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtednesses and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Parcel; and such beneficiaries shall be entitled to exercise all of the rights and powers of the Owner in title to a Unit as fully as if such beneficiary were the Owner of record. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Parcel, notwithstanding any charges in the beneficial interest of any such trust or transfers of title to such Parcel.

6.17 Indemnity to Board Members. The members of the Board and the officers thereof or of the Association, or Developer or any beneficiary or other person exercising the powers of the Board and Association pursuant to Section 6.03 hereof, shall not be liable to any Unit Owner for any mistake of judgment, or any acts or omissions made in good faith as such member or officers or acting official. The Unit Owners shall indemnify and hold harmless each of such members, officers and acting officials against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Parcel or Unit

Owners or of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of Unit Owners or Unit Owners of the Association. The liability of any Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to a Proportionate Share of the total liability thereunder.

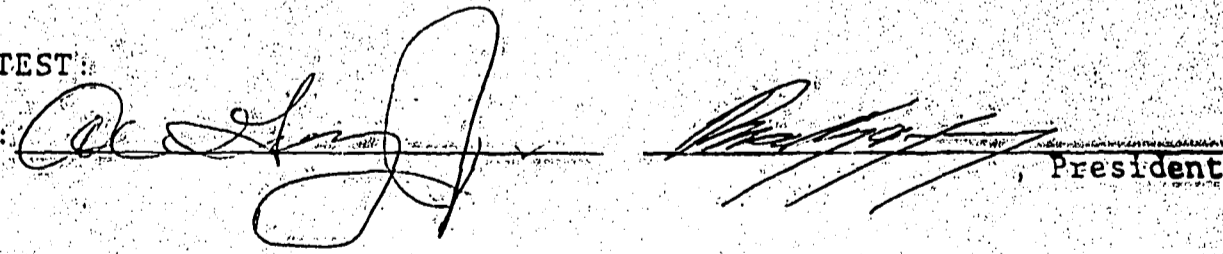
6.18 Severability. Should any part, term, or provision of this Declaration be declared or decided by any Court to be illegal or in conflict with the law of this state or jurisdiction wherein this Declaration is to be performed, the validity of the remaining portions, terms, or provisions, shall not be affected thereby and said illegal part, term or provision shall be deemed not to be a part of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and attested as of the day and year first above written.

ALDON BUILDERS, INC.

ATTEST:

BY:

   
 \_\_\_\_\_, President

STATE OF Indiana )

) SS:

County of Lake )

Before me, the undersigned, a notary public in and for said County and State, personally appeared the within Bradley A. Gomez, President and Alfred Gomez, Jr., Secretary

acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for said corporation.

Witness my hand and seal this 11th day of January 1988.

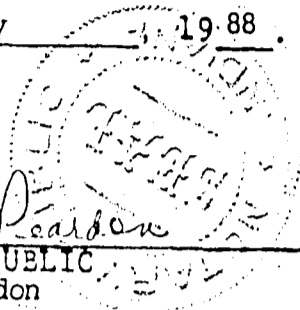
My Commission Expires:

November 14, 1989

*Shelly R. Peardon*

NOTARY PUBLIC

Shelly R. Peardon



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY:**

Lots 1 to 7, both inclusive; Lots 9 to 13, both inclusive and Lots 23 and 27, all in Resubdivision of part of Eastview Terrace, as recorded in Plat Book 59, page 16, in the Office of the Recorder of Lake County, Indiana.

3.02 Classes of Membership. The Association shall have two classes of membership, distinguishable as follows:

Class A. Class A members shall include all Owners and each such Class A member shall be entitled to one vote for each Unit owned by such member or group of members. Developer shall be deemed to be a Class A member with respect to each unit and each unimproved parcel owned by Developer.

Class B. The Class B member shall be the Developer, and shall be entitled to one vote for each vote held by a Class A member (including Developer).

All Class B members shall cease and be terminated upon the first to occur of (i) the date that one hundred (100) percent of the area within the Property shall have been conveyed to persons other than Developer or any person or entity related to Developer by common ownership, or (ii) five years from the date this Declaration is recorded with the Lake County Recorder, or (iii) at the election of Developer, expressed in a written notice to the Association terminating all Class B memberships.

#### ARTICLE IV

#### OWNERSHIP, USE, MAINTENANCE AND EASEMENTS

#### PERTAINING TO COMMUNITY FACILITIES

4.01 Conveyance of Community Facilities. Developer shall convey to the Association that portion of the Property described in Exhibit "B" attached hereto and by this reference made a part hereof, to be used as a Community Facility for streets, parkway, sewer, and utility conduits and drainage, and such other purposes as may be designated by the Association. From time to time and at any time Developer may convey to the Association additional portions of the Property then owned by Developer, which when conveyed shall become a part of the Community Facilities. The Association shall be obligated to accept any and all of such conveyances, and to hold such part of the Property subject to the terms and conditions hereof pertaining to Community Facilities; provided, however, that any part of the Property so conveyed which is generally designed, used or intended to provide vehicular

or pedestrian access to any Parcel shall be deemed to be subject to a perpetual easement for ingress and egress appurtenant to each adjacent Parcel and also for the benefit of all other portions of the Property, whether or not expressed in the instrument of conveyance. Developer hereby reserves the right, both before and after any such conveyance, to use all Community Facilities for the benefit of any other portion of the Property not subject to the provisions of this Declaration, and to provide improvements upon such Community Facilities which are not inconsistent with the purpose thereof.

4.02 Easement Privileges. Developer hereby reserves the following rights, with respect to all portions of the Property, which rights, shall survive the conveyance of every Parcel and Community Facility, whether or not such rights are expressly reserved in the instrument of conveyance:

(a) To grant to any public or private utility having a certificate of territorial authority, any governmental authority which, the Association or any other entity providing such services may have the right to install and maintain facilities and equipment to provide utility services (including but not limited to electric, gas, water, sanitary and storm sewer, and telephone services; whether the same shall be located in, upon or outside of the unit or property) for the benefit of all or any portion of the Property or the public at large;

(b) To reserve or grant for the benefit of any other portion of the Property easements for drainage purposes and storm sewer purposes, and such easement rights may include the right to tap into and use all pipes and other conduits, pumping facilities and equipment on the Property utilized in connection with the disposal of surface water and sewage, which are owned by the Association or which constitute Community Facilities;

(c) To reserve or grant for the benefit of any other portion of the property the right to re-enter any portion of the property to affect repairs on all pipes and other conduits, pumping facilities and equipment, whether the same shall be located in, upon, or outside of a Unit.

(d) To modify, relocate and expand the foregoing easement rights, including but not limited to the provision of rights and restrictions reasonably calculated to preserve, maintain and facilitate the use of any such easement for its intended purpose;

(e) However, no such easement shall be located in any location which shall unreasonably impair the use of any Unit by its Owner as a dwelling.

4.03 Maintenance and Common Expenses. Except to the extent the same is assumed by any person pursuant to a grant of rights or otherwise, the ownership, management, maintenance which includes: snow removal, upkeep of common areas, upkeep of street lights, trash disposal, repair, alteration and improvement of the Community Facilities shall be at the cost and expense of the Association, and all expenses in connection therewith shall be Common Expenses.

4.04 Suspension of Privileges. The rights to the use of Community Facilities and the easement created hereunder shall be subject to suspension, with respect to any Owner or Occupant for any period during which any assessment of the Association shall remain unpaid for the Unit owned or occupied by such person, or for any period which the Board shall determine as a result of any default in or infraction of the terms, conditions, undertakings or obligations of this declaration, the By-Laws of the Association, or pursuant to specific action of the Board or Association. No policy or action in any specific case shall limit the powers of enforcement of the Board and Association in other cases, and the Board may in its discretion seek injunctive or other legal or equitable relief to enforce its determination to suspend privileges.

4.05 No Dedication. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Facilities to or for any public use or purpose whatsoever except and only to the extent specifically set forth herein. At any time and from time to time, the Board and the Developer may jointly make application to dedicate any portion of the Community Facilities for public use and to subdivide any portion of the Property, both before and after the conveyance of the same, without further consent or action of the Owners; and at such time that Developer is no longer the owner of any portion of the property, the Board alone may exercise such prerogative. The right to make such application shall include the right to execute such documents, incur such expenses as Common Expenses and take such further and other action as shall be necessary to consummate any such dedication.

4.06 Prior Rights. Notwithstanding anything herein to the contrary, the rights and easements created hereunder shall be subject to easements, covenants, conditions and restrictions of record which may be prior to the provisions hereof.



CODE OF BY-LAWS

SECTION I

Identification and Applicability

Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration of Covenants, Conditions, Restrictions and Easements to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Article I of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

1.02 Individual Application. All of the Owners, future Owners, tenants, future tenants, and their guests and invites, or any other person that might use or occupy a Residential Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act, and to any rules and regulations adopted by the Board as herein provided.

SECTION II

ADMINISTRATION

2.01 Board. The direction and administration of the Community Facilities shall be vested in the Board, until the first meeting of Voting Members held pursuant to Section 2.05 the initial board shall consist of three (3) persons, who

shall be appointed by the Developer. Until such a first meeting of Voting Members, Developer shall have the right to appoint other persons to serve in the place of any Board member who shall be unable or unwilling to serve. Thereafter, the Board shall consist of five (5) persons who shall be elected by the Voting Members, and such persons and their successors shall serve until the third annual meeting following their election or until their successors have been qualified provided, however, that of the persons elected to the Board at the first meeting of the Voting Members, three shall be elected for terms of two years and three shall be elected for terms of one year each. The provisions of Article III, IV, and Sections II, and III shall constitute the initial and basic By-laws of the Board and Association. After the first annual meeting of Voting Members, each member of the Board shall be an Owner unless such a person is either nominated by or approved by the Class B member of the Association; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation; partner of such partnership, trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2.02 Determination of Board to be Binding. Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between owners or with respect to interpretation or application of the provisions of the Declaration or the By-Laws shall be determined by the Board, which determination shall be final and binding on the Association and on all Owner

2.03 Operation of the Board.

A. Meetings of the Board. An Annual Meeting of the Board shall be held immediately following each Annual Meeting of the Voting Members and at the same place. Special Meetings