

BARRINGTON COTTAGE HOME
PROPERTY OWNERS ASSOCIATION, INC.
CODE 2013-052923

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 19 AM 9:21

MICHAEL B. BROWN
RECORDER

Section I
Administration

1.01 Board. The direction and administration of the Association shall be vested in the Board. The Board shall consist of five (5) persons who shall be elected by 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 (3) shall be elected for terms of two (2) years and two (2) shall be elected for terms of one (1) year each.

After the first annual meeting of the Voting Members, each member of the Board shall be an Owner unless such a person nominated by or approved by a two-thirds (2/3) vote of the Association. In the event an Owner is a corporation, partnership, trust, other legal entity other than a natural person or persons, then any director or officer of such corporation, partner or 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.

The board shall not have more than one (1) person per household serving on the board concurrently.² Any voting member, who has previously been appointed and/or elected and failed to serve their full term, is not eligible for election to the board unless such person is nominated and then approved by a two-thirds (2/3) vote of the Association (See Quorum 1.07). Exception to this is early termination due to medical reasons.⁴

1.02 Operation of the Board.

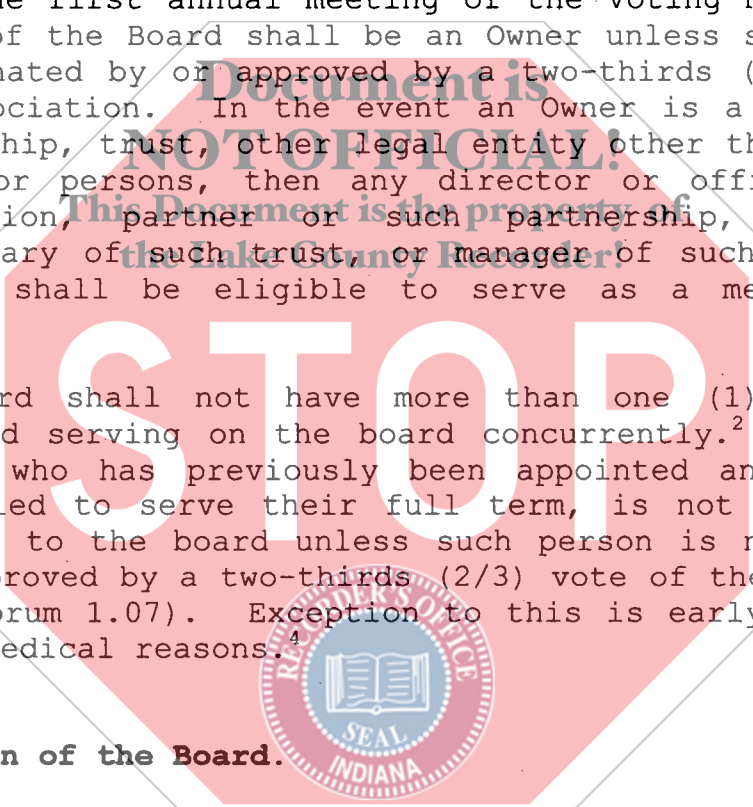
A. Meetings of the Board. An annual meeting of the Board shall be held immediately following each annual meeting of the Voting Members and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Board Member, delivered personally or by mail or telegram. Any Board Member may in writing waive

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 19 AM 9:21

2013 052923

MICHAEL B. BROWN
RECORDER



320
CS
2/2

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 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 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 officers for services in such capacity, unless Voting Members having three fourths (3/4) of the total votes 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 majority.
- F. Meetings of the Board with a Management Company.** If operating with a management company, board meetings must be held at least once each quarter. Budget is to be discussed in the quarterly meeting (not by e-mail). If there is no management company, then meetings are to be held monthly.³

1.03 Voting Rights of Members. There shall be one (1) person with respect to each Unit ownership who shall be entitled to exercise the voting rights attributable to such 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 of any Unit covered by such proxy.

1.04 Annual Meeting of Voting Members. An annual meeting of the Voting Members shall be held during the first week of June at 7:30 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 and delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. At each annual meeting of the 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 then transact such further or other business as shall properly be brought before the meeting.

1.05 Special Meetings of the Voting Members. After the initial annual meeting of Voting Members, special meetings of the Voting Members may be called at any time for any 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-third (1/3) of the total votes, and delivered no less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time, and place of the meeting and the matters to be considered.

1.06 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 such notice, or to the Unit with respect to which the voting right appertains, if no such address has been given to the Board.

1.07 Quorum Procedure. The presence at any meeting of the Voting Members having twenty percent (20%) 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 constituting 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).

1.08 General Powers of the Board. Without limiting the general powers, which may be provided by law, the Declarations of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge Unit 15, and Unit 16 ("Declarations"), and these 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 Common Areas;
- C.** To engage the services of a manager or managing agent who shall manage and operate the Common Areas 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 Common Areas, and to provide for the implementation thereof;
- E.** To adopt administrative rules and regulations governing the administration, management, operation, and use of the Common Areas, 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 Common Areas and payments therefore; 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 Common Areas 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 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 a 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 Common Areas; and
- K. To exercise all other powers and duties of the Board referred to in the Declarations or these By-Laws, and to perform all acts necessary to implement the foregoing.

1.09 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 purpose of limitation.

- A. **Utility Service for Common Areas.** Water, waste removal, electricity, telephone, power, and other necessary utility services for the Common Areas.
- B. **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 One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence], and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, 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 insured), from liability in connection with the ownership and/or use of the Common Areas, and legal

liability that results from lawsuits related to employment contracts in which the Association is a party. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The liability policy should also provide for at least ten (10) days written notice to the Owner's Association before the insurer can cancel or substantially modify the policy.

- C. Worker's Compensation Coverage.** Worker's Compensation insurance to the extent necessary to comply with applicable laws.
- D. 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 Common Areas, the services of any person or persons required for maintenance or operation of the Common Areas, and legal, accounting, and other professional services necessary or proper in the operation of the Common Areas or the enforcements of the Declarations and for the organization, operation and enforcement of the rights of the Association.
- E. Care of Common Areas.** Landscaping, gardening, snow removal, paving, striping, cleaning, maintenance, repair and replacement of the Common Areas 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 Common Areas; and all real estate taxes and other impositions upon the Common Areas.
- F. 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 the Declarations or By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Association, the Common Areas or for the enforcement or implementation of any of the terms and provisions of the Declarations.
- G. 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 Common Areas or any part thereof (rather than merely against the interest 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.

1.10 Vouchers. All checks for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board 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 checks shall be signed by the Treasurer and countersigned by the President of the Association.

1.11 Debit Card. Debit card is to be used for work, maintenance or materials for the association only. Any use of the debit card has to be approved by a majority of the board prior to any purchase being made.

**This Document is the property of
the Lake County Recorder!**

Article II

Miscellaneous

2.01 Execution of Contracts and Other Documents. Unless otherwise authorized or directed by the Board of Directors, all written contracts and other documents entered into by the Barrington Cottage Home Property Owners Association, Inc., shall be executed on behalf of the corporation by the President or a Vice-President, and, if required, attested by the Secretary.

2.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declarations, and these By-Laws, the provisions of Indiana law, the Declarations, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

2.03 Definitions. The capitalized words and phrases used in these By-Laws, unless otherwise defined herein, shall have the same definition and meaning as those set forth in the Articles of Incorporation and the Declarations.

2.04 Amendments. Subject to law and the Articles of Incorporation, the power to make, alter, amend, or repeal all or any part of these By-Laws is vested in the Board. The affirmative vote of ~~a majority~~² of the entire Board shall be necessary to effect any such changes in these By-Laws.

54171.1



AMENDMENTS

¹ Article II, Amendment 2.04

Subject to law and the Articles of Incorporation, the power to make, alter, amend, or repeal all or any part of these By-Laws is vested in the Board. The affirmative vote of ~~a majority~~ of the entire Board shall be necessary to effect any such changes in these By-Laws.

By-Law was amended by removing the words "a majority". April, 2008.

James J. Mann
Phyllis Lewis
Bill Evans



² Section I, Amendment 1.01

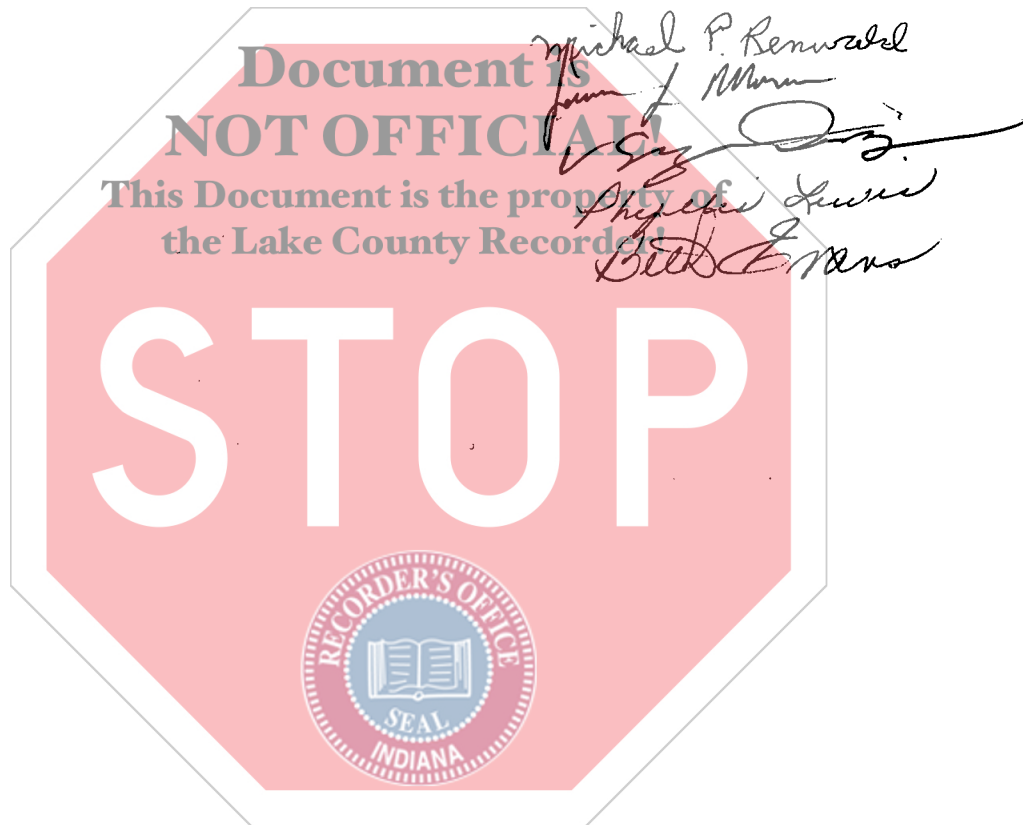
The Board shall not have more than one (1) person per household serving on the Board concurrently.

By-Law was amended by adding 3rd paragraph, May 2012

³ Section I, Amendment 1.02, Section F

Meetings of the Board with a Management Company. If operating with a management company, Board Meetings must be held at least once each quarter. Budget is to be discussed in the quarterly meeting (not by e-mail). If there is no management company, then meetings are to be held monthly.

By-Law was amended by adding Section F, entire paragraph, May, 2012



⁴ Section I, Amendment 1.01

Any voting member, who has previously been appointed and/or elected and failed to serve their full term, is not eligible for election to the board unless such person is nominated and then approved by a two-thirds (2/3) vote of the Association (See Quorum 1.07). Exception to this is early termination due to medical reasons.

By-Law was amended by adding to paragraph three (3), August, 2012.

Ann L Mann
Martha Lovett
Veronica Davis
Phyllis Lewis
Beth Evans

