

**BY-LAWS
COUNTRY VILLAGE/CREEKHOOD
NEIGHBORHOOD ASSOCIATION INCORPORATED**

**ARTICLE I
PURPOSE AND INTENT**

Section A

The purpose of Country Village/Creekwood Neighborhood Association, Inc. (the "Association") is to oversee and promote the common good and the social and general welfare of all of the residents and/or property owners ("owners") and protect the value and desirability of the real property within the geographical boundaries of the housing developments commonly known as "Country Village" and "Creekwood" ("housing developments"). The Association will be organized and operated exclusively as a non-profit "civic organization" within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1954, or any corresponding provisions of any subsequent Federal tax laws, and Indiana Code 23-7-1-1.1 et seq. and 23-5-2-1 et seq., as amended.

Section B

The intent of the Association is to function through various political and social avenues to:

1. Administer and enforce established legal protective covenants and property restrictions as outlined in property deeds, plat restrictions, county ordinances, etc. ;
2. Preserve and improve the appearance of the housing developments;
3. Monitor and lobby for upkeep and maintenance of the streets, road ways, street lights, and common areas for the use of the general public;
4. Provide social and recreational activities and improvements;
5. Serve as liaison to law enforcement agencies, fire departments and other governmental bodies;
6. Render civic and community services;
7. Create and maintain a positive public opinion of the housing developments, promote good will, and in all other appropriate and legally permissible ways, protect and advance the best interests and the social and general welfare of the owners;
8. Raise funds, as need be, for carrying out the Association's objects and purposes. It is expressly provided, however, that
 - a. no unrelated business of any kind ordinarily carried on for profit shall be conducted by the Association; and
 - b. no part of the earnings or profits, if any, or assets of the Association shall inure to the private benefit or gain of any private person, at any time;
9. Do any and all other things necessary, proper or expedient in order to carry out any or all of the objects and purposes of the Association.

**ARTICLE II
MEMBERSHIP AND VOTING QUALIFICATIONS**

Section A

1. The Association will have two classes of voting members, Class "A" and Class "B".
2. All Owners, as defined herein, shall be Class "A" members with the exception of the Class "B" Members, if any.
3. Class "B" Members shall be Owners of Interest in more than three (3) lots held for development purposes.
4. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular lot be cast for each lot. Subject to such additional qualifications and conditions as may be prescribed from time to time in the By-laws of the Association, every "Owner", as defined herein shall be deemed to have membership in the Association.
5. (5) "Owners" shall mean and refer to one or more persons, firms, corporations, or any partnerships, associations, trusts or other legal entities, or any combination thereof, which holds the record title to a lot in one or both of the housing developments, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section B

1. Class "A" Members in good standing shall be entitled on all issues to one (1) vote for each lot in which they hold the interest required for membership.
2. There shall be a maximum of one (1) vote per lot.
3. The Class "B" Member in good standing shall be entitled to one tenth (1 / 10) vote per lot except there shall be a maximum of five (5) votes per Class "B" Member. ,
4. Membership fees will be established on an annual basis by the Board of Directors and be approved by a simple majority of the members present during a meeting publicized thirty (30) days / in advance for said purpose. Membership fees for new residents will , be prorated on a quarterly basis from April to March.
5. Annual fees per lot for Class "B" Members shall be at a rate of 10% of the Class "A" Member's annual fee per lot.
6. A member in good standing is an "Owner", as described herein, having paid the established "fee". Only members in good standing are eligible to serve on the Board of Directors.
7. Membership fees are due and payable on April 1 of, each year.

ARTICLE III DIRECTORS

Section A

The management of the Association shall be vested in a Board of Directors consisting of not fewer than nine (9) nor more than fifteen (15) members.

Section B

Directors shall serve for two (2) year terms. One half of the number of Directors terms should expire on alternating years.

Section C

Members at each annual meeting shall fix, by resolution, the number of Directors to serve for the ensuing year, and shall elect at such meeting, the Directors to fill the positions not filled by Directors whose terms shall not carry over.

Section D

Membership on the Board of Directors, shall, to the fullest extent possible, represent all people within the geographical boundaries of the housing development.

Section E

Nominations to the slate of Directors shall be made from the floor at the time of the annual meeting.

Section F

Vacancies on the Board may be filled by a majority vote of the Board of Directors to fill an unexpired term.

Section G

A quorum shall consist of a majority of the Board of Directors .

Section H

Directors shall strive to be in attendance at every Board Meeting. Excessive absences can be reason for removal from the Board of Directors by a majority of the members present at a Board Meeting .

Section I

Each Director shall volunteer to serve on one or more Committees, including, but not limited to, Membership, Maintenance, Public Relations, Yard Sale, Recreation, and the Pool (Country Village Creekwood Pool Association). All may serve on each Committee and each Committee shall report to the Board. The President of the Board shall be an *ex officio* member of each Committee, if not already an active member thereof. The Director(s) of each Committee is/are encouraged to enlist the assistance any interested resident of Country Village / Creekwood , who need not be a member of CVCNA, to assist in the duties of said Committee. Said non-Board committee members are not required to serve a set term.

ARTICLE IV OFFICERS

Section A

The Board of Directors will elect annually, from their own number to serve until their own successors are duly chosen, the following:

- 1) President
- 2) Vice-President
- 3) Secretary
- 4) Treasurer

ARTICLE V DUTIES OF OFFICERS

Section A

1. **President** - To call and conduct meetings, keep order, and assure that Association business is processed in an orderly, business-like manner. Assigns committee Chairpersons as necessary.
2. **Vice-President** - Functions as President in the Presidents absence.
3. **Secretary** - Records and keeps appropriate records and minutes of all Association business.
4. **Treasurer** - Maintains all Association financial records and reports financial condition at each regular meeting.

Section B

The Officers will:

1. Assure that no part of the net earnings of the Association shall accrue to the benefit of, or be distributed to, etc., members, officers, or other private persons, except that they may authorize and be empowered to pay reasonable compensation for services rendered.
2. A financial audit of the Association shall be performed annually by an independent accountant.
3. Assure that no substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to intervene in any political campaign on behalf of any candidate for public office .
4. Assure that the By-laws of the Association will be upheld in conducting the Association business.

Section C

In the event of dissolution, any remaining assets shall be distributed in accordance with the Articles of Incorporation for the Association as filed with the Indiana Secretary of State on November 22, 1989.

ARTICLE VI AMENDING OF BY-LAWS

Section A

The by-laws may be amended by a majority vote of the members in good standing present at any annual meeting or any special meeting called for that purpose .

Section B

Notice of such proposed amendments must be distributed to each of the members not more than forty five (45) days and not less than thirty (30) days prior to such meeting .

**ARTICLE VII
ANNUAL MEETINGS**

Section A

There shall be an annual meeting conducted during the month of April .

Section B

At the annual meeting, reports shall be made regarding the work and finances of the Association, and the Board of Directors shall be elected.

ARTICLE VIII

RECREATION

Section A That CVCNA owns the 4.5 acres where the Pool, Tennis Courts, Shelter House, etc., are located. The transfer was made in 2005. The Board believes that maintaining these assets has a positive effect on the neighborhood property values and leaves a positive impression with visitors and prospective home buyers.

Section B For the purpose of operating the Pool, a Committee under the Board, called the Country Village Creekwood Pool Association (CVCPA), shall be formed and shall follow operating rules as set forth in the Country Village Creekwood Pool Association (CVCPA) Bylaws, as amended, a copy of which are attached to these Bylaws and incorporated herein. It is the intent of the Board that the Pool be as self sufficient as much as possible, with the understanding that the Pool is an asset to the neighborhood as a whole and the Board will make every reasonable attempt to keep it operating. Therefore, it is intended that daily operating expenses should be met by dues from pool membership and that capital and other expenses may be met by the Board.

Section C For the purpose of operating and maintaining the Tennis Courts, Basketball Court, Playground, Volleyball Court, Shelter House, parking lot and the surrounding grounds, CVCNA shall maintain those areas. The Board and one or more Committees shall take reasonable steps to keep these areas open to the residents of Country Village and Creekwood and to make rules for the use thereof.

Adopted April 1, 1990

As Amended, April 3, 2012 [Article III, Section I; Article VIII]

COUNTRY VILLAGE AND CREEKWOOD ESTATES COVENANTS

Listed below are the Restrictions, Conditions, and Limitations listed in each abstract for all lots in Country Village and Creekwood except for #10, which is not listed in Section A through E of Country Village. It is important that all property owners are aware of these covenants.

1. Each and every lot shall be used for residential purposes only. No lot shall be used for any business, commercial or industrial purposes.
2. Each lot shall be designated as single family residential lots with not more than (1) single family dwelling, not to exceed two (2) stories in height, one private garage, for not more than three (3) cars, shall be erected and located on any building plat or any lot so designated. In no case shall there be more than one (1) main building on a lot and in no case shall that main building exceed thirty (30) feet in height
3. The ground floor area of the minimum structure cannot be less than one thousand (1,000) square feet of living area, exclusive of open porches and garage, for a one (1) story dwelling. The ground floor area of the minimum structure cannot be less than eight hundred seventy five (875) square feet of ground floor living area, exclusive of open porches and garage, for a two (2) story dwelling.
4. No dwelling shall be permitted on any lot at a cost of less than thirty five thousand dollars (\$35,000.00) based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded at minimum costs stated herein for the minimum permitted dwelling size.
5. No dwelling shall be erected or located on any lot nearer to the street than the building line shown on the plat. Side and rear regulations shall be observed as set forth in the Delaware County Zoning Ordinance now in effect.
6. Upon request by the undersigned made upon or after the sale of any lot, the plans, specifications and location of any residence or appurtenant structure thereto to be erected shall be approved by the undersigned, or one of them, or by a Board of Architectural Control to be approved or designated by them before construction of such residence or structure shall be started and the decisions of the undersigned or one of them or of such Board as to approval or disapproval of such plans or of such Board as to approval or disapproval of such plans and specifications or location shall be final and binding upon and specifications or location shall be final and binding upon the owner or owners of such lot
7. No structure or a temporary character, mobile home, basement, shack, tent, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, however, temporary building for uses incidental to construction work shall be permitted on all lots for that purpose only. Any such temporary building shall be removed no later than ten (10) days after completion or abandonment of construction.
8. Any single-family dwelling shall be completed within two (2) years after commencement of construction. No used building shall be moved into said subdivision and placed upon any lot for residential purposes.
9. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the subdivision control ordinance of Delaware County, Indiana, and with the standards and requirements issued by the Indiana State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction before installation.
10. No above ground swimming pools shall be permitted on any lot.
11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall always be kept in sanitary containers.
12. No noxious or offensive activity shall be carried on upon any lot after the same is sold, nor shall anything be done thereupon which is or may become an annoyance or nuisance to the neighborhood; nor shall intoxication liquors be manufactured or offered for sale on said lot Further, junked or wrecked automobiles or motor vehicles which are not licensed or not properly licensed by the laws of the State of Indiana shall not be permitted to remain upon any lot or stored in any dwelling or garage in said subdivision.
13. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except for a dog, cat or other household pet provided that they are not kept, bred or maintained for any commercial purpose. And further that the

owners of any household pet shall be responsible for the proper care and restraint of such household pet within the lot area upon which his or her dwelling is located.

14. No sign for any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for rent or sale or signs used by the builder to advertise the property during construction or sales period.

15. Easements for the installation and maintenance of utilities, drainage (either at or below the surface of the grade) and sewage facilities are reserved as shown on the Plat.

16. The use and planting of flowers, shrubs and trees by individual lot owners is encouraged. However, no fence, wall-hedge or shrub shall exceed six (6) feet in height

17. These covenants are to run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded. After which time said coverage shall be extended automatically each year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change this agreement in whole or in part.

18. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain the violation or to recover damage. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

19. No fence or other obstruction shall be constructed or located on any lot nearer to the front lot line or nearer to the street line than the minimum building set back line as shown on Plat.

Creekwood Section C

20. No chain link fences are permitted.

21. No front fences are permitted.

22. Campers, RV's, and Boats cannot be parked on the street,

23. No satellite dishes are permitted

24. Outside storage buildings must have same roof lines as house and must be finished.

25. All house plans must be approved by Rodger and Phyllis Tucker.

26. Exterior colors and design must be approved by Rodger and Phyllis Tucker.

27. With the adjacent 100 year flood Elevation at 912.0 feet above Sea level the lowest floor elevation of any dwelling shall be 915.0 or above and the lowest adjacent Lot Grade of any dwelling shall be 913.0 or above.