

BY-LAWS
OF
RIDLEY PARK HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is **RIDLEY PARK HOMEOWNER'S ASSOCIATION, INC., an Indiana nonprofit corporation**, hereinafter referred to as the ("Association"). The principal office of the Corporation shall be located at 9601 Coldwater Road, Fort Wayne, IN 46825, but meetings of Members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS AND CONSTRUCTION

Section 1. Definitions.

"Act" means the Indiana Nonprofit Corporation Act of 1991, as amended (Indiana Code §§ 23-17-1-0.2 through 23-17-30-4). The Act is incorporated herein by reference.

"By-Laws" shall mean these By-Laws providing for the administration and management of the Association and Ridley Park as required by and in conformity with the provisions of the Statute and the Act.

"Developer" shall mean Jeffrey M. Thomas or his successors or assigns.

"Governing Documents" shall have the meaning as provided in the Statute.

"Restrictive Covenants" shall mean and refer to the Primary Dedication, Protective Restrictions, Covenants, Limitations and Easements applicable to the Properties appended to the plats of each section of Ridley Park as shown in the records of the Office of the Recorder of Allen County, Indiana.

"Statute" means the Indiana Homeowner's Association Act (Ind. Code. § 32-25.5-1-1 et seq.), as the same may be amended from time to time.

Section 2. Construction.

- (A) Capitalized terms used in these By-laws but not otherwise defined herein shall have the meaning ascribed to them in the Restrictive Covenants.
- (B) Any reference to gender, as in "he", "his", or "him" shall mean a person of either gender.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the Members shall occur after Developer transfers management of the Association to the Members, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, unless otherwise determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Notwithstanding the foregoing, until such time as the Developer has turned over the management of the Association to the Members, Developer may conduct the annual meeting via electronic transmission or telephonically.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by at least two (2) members of the Board of Directors, or upon written request of the Members of the Association who are entitled to vote one-fourth (1/10) of all of the votes of the Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting from time to time without notice other than announcement at the meeting, the meeting may be continued until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall include the following information: (i) the name and address of the Owner giving the proxy; (ii) the name of the individual empowered to exercise the Owner's proxy; (iii) the date on which the proxy is given; (iv) the date of the meeting for which the proxy is given; (v) the Owner's signature, whether executed by hand or as an electronic signature; and (vi) an affirmation, under the penalties of perjury, that the Owner signing the proxy has the authority to grant to the proxy to the individual named therein. An Owner may submit a proxy by hand delivery, United States mail, facsimile, or electronic mail to the Secretary of the Association prior to the commencement of the meeting for which the proxy applies. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors which shall be made up of no less than two (2) and no more than five (5) Members of the Association. The initial Board of Directors shall be appointed by Developer.

Section 2. Term of Office. For the initial Board of Directors, one-half of the Directors shall be appointed for terms of one (1) year and one-half of the Directors shall be appointed for terms of two (2) years. After the initial terms have expired, each subsequent Director shall serve a term of two (2) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the Board, and such successor shall serve for the unexpired term of his predecessor. No Director removed from his Directorship by the Board may be reappointed.

Section 4. Compensation. No Director shall receive compensation for any service he may render the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The initial Nominating Committee shall consist of Developer and two additional members, at least one of whom shall be a Member of the Association and the other a person designated by Developer. The initial Nominating Committee shall make nominations for the Board of Directors to be elected at the first annual meeting of Members as provided in Section 1 of these By-Laws. At the first annual meeting, the Association shall appoint the successor Nominating Committee, which shall consist of a chairman, who shall be a member of the Board of Directors, and two additional members which shall both be Members of the Association. Each Nominating Committee shall serve from the date of its appointment until the close of the next annual meeting. The Nominating Committee shall make as many nominations for the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictive Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. The Board of Directors may vote to hold meetings on a more frequent basis. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have all powers outlined in the Restrictive Covenants, the Statute, and the Act. In addition, the Board of Directors shall have the power to:

- (A) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default of the payment of any regular or special assessment levied by the Association if the assessment is more than six (6) months delinquent. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for an infraction of published rules and regulations;

- (B) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Restrictive Covenants, the Act, or the Statute; and
- (C) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent for three consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to cause all of the Restrictive Covenants of Association to be adhered to and enforced.

Section 3. Limitation on Board Action. The authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of Owners, except that in the following cases, approval shall not be necessary:

- (A) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire, flood, natural disaster or other cause where the cost thereof is payable out of insurance proceeds actually received;
- (B) proposed contracts and proposed expenditures expressly set forth in the annual budget approved by the Owners at the annual meeting, or in the absence of such approval, proposed contracts and proposed expenditures expressly set forth in a temporary general budget authorized under the Statute; and
- (C) expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Members.

Notwithstanding the foregoing, and except as otherwise permitted by the Statute, the Board of Directors may not enter into any contract that would result in a new assessment or increase an existing assessment payable by the affected Members of the Association in an amount of more than five hundred dollars (\$500.00) per year for each affected Member of the Association unless the Board of Directors holds at least two (2) Members meetings concerning the contract or proposed expenditure, and the contract or proposed expenditure is approved by the affirmative vote of at least two-thirds (2/3) of the affected Members of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a President and a Vice-President who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each officer of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform

such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

- (A) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (B) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence or incapacity, and shall exercise and discharge such other duties as may be required of him by the Board.
- (C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (D) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX **COMMITTEES**

The Association shall appoint a Nominating Committee and the Board of Directors shall appoint such other committees as may be deemed appropriate in carrying out the purposes of these By-Laws, including an Architectural Control Committee as prescribed in the Restrictive Covenants.

ARTICLE X **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictive Covenants, the Articles of Incorporation

and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI **ASSESSMENTS**

Section 1. Annual Budget. The Board of Directors of the Association shall adopt an estimated annual budget prior to the beginning of each fiscal year of the Association, setting forth all common expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of the annual budget shall be delivered to each Owner on or before the beginning of each fiscal year of the Association, and the annual budget shall be presented to the Owners and approved by a majority of Members voting at the annual meeting.

Section 2. Temporary General Budget. In the event the Association fails to approve the annual budget at the annual meeting due to a lack of quorum, the Board of Directors may approve an annual budget in an amount that does not exceed one hundred and ten percent (110%) of the last annual budget approved by the Members at an annual meeting.

Section 3. Assessments. As provided in the Restrictive Covenants, each Member is obligated to pay to the Association annual and special assessments for common expenses which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common or Recreational Areas or abandonment of his Lot.

Section 4. Duties of the Association. The Board of Directors of the Association shall cause proper books and records of the levy and collection of each Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and record shall be kept in the office of the Association. The Association shall promptly furnish to any Owner or mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessment has been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

ARTICLE XII **ALLEN COUNTY DRAINAGE BOARD**

The Association shall be bound by the rules and regulations, orders or mandates of the Allen County Drainage Board or its legal successor with respect to the maintenance of the Common or Recreational Areas within the Property.

ARTICLE XIII **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. Indemnification.

- (A) The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association

shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

- (B) To the extent not inconsistent with the terms and conditions of the Restrictive Covenants, the Association shall indemnify each Member of the Board of Directors, each incorporator, each officer and each employee or agent of the Association against all liability and expenses (including legal fees and disbursements), judgments, fines, penalties and amounts paid in settlement or upon execution of judgment, that may be incurred by or on his behalf, to the fullest extent now or hereafter permitted by law, in connection with any threatened, pending or completed action, suit, proceeding, including the appeal thereof, whether civil, criminal, administrative or investigative, brought or threatened to be brought against him by reason of his performance as a Director or officer of the Association, or in any other capacity on behalf of the Association and shall continue as to an individual who has ceased to be a Director or officer of the Association, and shall inure to the benefit of the heirs, executors, administrators and legal representatives of such individual. The rights of indemnification provided for herein shall not be deemed the exclusive rights to which any Director or officer of the Association may be entitled.

Section 2. Expenses. All direct expenses incurred by one or more individuals entitled to be indemnified by the Association in defending any such action, suit or proceeding shall be paid by the Association on behalf of each such individual as such expenses are incurred, in advance of the final disposition of such action, suit or proceeding if:

- (A) the individual entitled to indemnification furnishes the Association a written affirmation of such individual's good faith belief that such individual has met the standard of conduct required by law; and
- (B) the individual entitled to indemnification furnishes the Association a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the required standard of conduct; and
- (C) determination is made that the facts then known to those making the determination would not preclude indemnification under applicable law.

Section 3. Liability Insurance. If so decided by the Board of Directors, the Association shall purchase and maintain, on behalf of any person who is a Director, officer, employee or agent of the Association, insurance against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under law.

Section 4. Effect of Indemnification Rights. The foregoing provisions for indemnification shall be deemed to be a contract between the Association and each person entitled to indemnification thereunder and no such person's rights to indemnification shall be diminished or otherwise adversely affected by any repeal, amendment or modification of the foregoing provisions which occurs subsequent to such person becoming an officer, Director, employee or agent of the Association.

ARTICLE XIV **GRIEVANCE RESOLUTION**

Section 1. Definitions. As used in this Article, the following terms have the following meanings:

“Claim” means any of the following:

- (1) a claim arising out of or relating to the interpretation, application, or enforcement of the Governing Documents;
- (2) a claim relating to the rights or duties of the Association or the Board under the Governing Documents;
- (3) A claim relating to the maintenance of the Properties;
- (4) Any other claim, grievance, or dispute among the parties involving the Properties or the Association.

The term does not include Exempt Claims.

“Claimant” means a Party that has a Claim against another Party.

“Exempt Claim” means any of the following:

- (1) a claim by the Association for Assessments and any action by the Association to collect Assessments;
- (2) an action by a party to obtain a temporary restraining order or equivalent emergency equitable relief to (a) maintain the status quo and preserve the party’s ability to enforce the Governing Documents; or (b) when an emergency condition exists that jeopardizes the health or safety of any of the residents within the community governed by the Association;
- (3) a suit to which an applicable statute of limitations would expire within the notice period, provided that this section does not apply if the party against which the claim is made agrees to toll the statute of limitations as to the claim for the period reasonably necessary to comply with this Article;
- (4) a dispute that is subject to mediation, arbitration, or other alternate dispute resolution under applicable law, contract, warranty agreement, or other instrument; or
- (5) a claim that is substantively identical to a claim (a) that was previously addressed by the parties or (b) was resolved by a judicial determination in favor of one of the parties.

“Legal Proceeding” means an action maintained in a court or an administrative proceeding initiated under an applicable law.

“Party” refers to the Association, a Member, and/or the Board of Directors.

“Respondent” means the Party against whom a Claimant has a Claim.

Section 2. Initiation of Legal Proceedings. A Claimant may not initiate a Legal Proceeding seeking redress of a Claim unless the Claimant has complied with the provisions of this Article.

Section 3. Notice. A Claimant must provide notice of the Claim to the Respondent, stating plainly and concisely the following information:

- (A) The nature of the Claim, including the date, time, location, persons involved, and the Respondent's role in the Claim;
- (B) The basis of the Claim, including the provision of the Governing Documents or other authority out of which the Claim arises;
- (C) What the Claimant wants to do to resolve the Claim;
- (D) That the Respondent has a right to meet with the Claimant, if the Respondent makes a written request for a meeting; and
- (E) The name and address from whom the Respondent must request a meeting as provided under subdivision (4).

Section 4. Good Faith Negotiations. If the Respondent requests a meeting with the Claimant within ten (10) business days after the date of the notice of the Claim, the Claimant and Respondent shall meet in person to attempt to resolve the Claim by good faith negotiation. During the meeting, the Parties shall have full access to the property that is the subject of the Claim to inspect the property if appropriate or necessary. If the Respondent agrees to take corrective action with respect to the Claim, the Claimant shall provide the Respondent and the Respondent's agents with access to the property to take the corrective action.

Section 5. Impasse; Initiation of Legal Proceedings. If the Respondent does not request a meeting, or if either Party fails to attend a meeting scheduled in accordance with Section 4 of this Article, or if the Parties are unable to resolve the Claim at the meeting, the Parties shall be considered to be at an impasse. In that case, either Party may, within ten (10) days after the impasse is reached, request in writing that the other Party submit the Claim to mediation or binding arbitration. The Party making the request shall be responsible for the cost of the mediator or arbitrator. If neither Party requests mediation or arbitration within ten (10) days after the impasse is reached, or the Parties submit to mediation but are unable to resolve the Claim, then the Claimant may initiate Legal Proceedings.

Section 6. Settlement of Claims. If a Claim is settled by negotiation, mediation, or arbitration, the settlement shall be documented in writing and signed by the Claimant and Respondent. If either Party fails to comply with a written settlement agreement that has been fully executed, the other Party may initiate Legal Proceedings without further compliance with the procedures outlined in this Article. The Party that prevails in such Legal Proceedings is entitled to recover from the other Party court costs, attorneys' fees, and all other reasonable costs incurred in enforcing the settlement agreement.

Section 7. Powers of Board. The Board, on behalf of the Association, may negotiate settlements of Claims or Legal Proceedings under this Section and execute settlement agreements, waivers, releases of Claims, or other appropriate documents related to a Claim under this Article.

ARTICLE XVI

AMENDMENTS TO BYLAWS


Section 1. Procedure. The Board of Directors shall have the power, without the assent or vote of the Members, to make, alter, amend or repeal these By-Laws.

Section 2. Amended and Restated By-Laws. An amended and restated By-Laws may be executed any time or from time to time by a majority of the Board of Directors and shall be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original By-Laws and the various amendments thereto.

IN WITNESS WHEREOF, the Association has adopted these By-Laws as of the 15th day of October, 2022.

DIRECTORS:


Jeffrey M. Thomas


Austin M. Glenn