

**AMENDED AND RESTATED  
BYLAWS OF  
HACIENDA VILLAGE  
COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1  
DEFINITIONS, PURPOSES, AND DESIGNATION**

SECTION 1.1        **DEFINITIONS.** The following terms as used in these Bylaws shall have the meanings stated, unless the context clearly indicates a different meaning is intended:

1.1.1    "**Act.**" The Indiana Nonprofit Corporation Act of 1991 (IC § 23-17 *et. seq.*), as amended.

1.1.2    "**Articles.**" The articles of incorporation as adopted by the Corporation and as approved by the Indiana Secretary of State, and all amendments to those articles.

1.1.3    "**Assessment.**" An annual assessment or a special assessment, and all other sums lawfully assessed against a Lot pursuant to the Restrictive Covenants or the Act.

1.1.4    "**Board.**" The board of directors of the Corporation.

1.1.5    "**Bylaws.**" These bylaws of the Corporation, and all amendments to these bylaws.

1.1.6    "**Corporation.**" Hacienda Village Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.1.7    "**Effective Date.**" The date the Bylaws are adopted by the Board.

1.1.8    "**Director", or in the plural form, "Directors."** Any duly elected director of the Board.

1.1.9    "**Lot", or in the plural form, "Lots."** A platted lot in all platted sections in Hacienda Village Subdivision, according to the plats as recorded in the Office of the Recorder of Allen County, Indiana.

1.1.10    "**Member", or in the plural form, "Members."** A member of the Corporation.

✓ SECTION 2.2 *ANNUAL MEETING.* An annual meeting of the Members shall be held at a date and time fixed by the Board. The purpose of the annual meeting shall be to elect Directors, and to transact such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not affect the validity of any action taken at a meeting of the Members.

SECTION 2.3 *SPECIAL MEETINGS.* Special meetings of the Members may be called by the President, the Board, or not less than one-tenth of the Members having voting rights.

SECTION 2.4 *PLACE OF MEETING.* The Board may designate any site as the place of meeting for any special or annual meeting of the Members.

SECTION 2.5 *NOTICE OF MEETINGS.*

2.5.1 *Notice Requirements.* A Notice stating the place, day and hour of an annual or a regular meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be given to each Member. The Notice shall be delivered to the Member at least ten days before the meeting, or, if the Notice is mailed by other than first class or registered mail, the Notice shall be given no earlier than 60 days and no later than 30 days before the meeting date.

2.5.2 *Waiver of Notice.* Attendance at any meeting in person, by a duly authorized attorney-in-fact, or by proxy shall constitute a waiver of Notice of such meeting.

SECTION 2.6 *INFORMAL ACTION BY MEMBERS.*

2.6.1 *Action By Members Without A Meeting.* Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without meeting if a consent in writing, setting forth the action so taken, shall be signed by 80% of the Members entitled to vote with respect to the subject matter of that action.

2.6.2 *Action By Meeting Of All Members.* If all of the Members shall meet at any time and place, either within or without the State of Indiana, and consent to the holding of a meeting, such meeting shall be valid without call or Notice, and at such meeting any corporate action may be taken.

## SECTION 3.2 *NUMBER, MEMBERSHIP, AND TENURE.*

✓ 3.2.1 *General.* The number of Directors composing the Board shall be 13. All Officers of the Corporation also shall serve as Directors, and are included in the total number of 13. The Directors must be Members. The Directors each shall hold office for a term of two years, except as provided in section 3.2.2, or until the successor of the Director shall have been elected and qualified. Each Director shall be eligible for re-election. The Board shall have the right to increase or decrease, within limits prescribed by the Articles and the Act, the number of Directors composing the Board, by a vote of the majority of Directors present at a properly called meeting of the Board.

3.2.2 *Initial Directors.* For the Board existing as of the Effective Date, six Directors shall serve terms of one year, and seven Directors shall serve terms of two years. Each Director who currently is an Officer shall serve a term of two years, and shall be included among the seven Directors with initial two year terms.

✓ 3.2.3 *Election of Directors.* Directors shall be elected by the Members at the annual meeting. At the election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Articles, these Bylaws, and the Restrictive Covenants. The person receiving the largest number of votes for a Director vacancy shall be elected. Cumulative voting is not permitted. Each Member intending to run as a candidate for Director must notify the Secretary in writing of such intention no less than 30 days prior to the annual meeting.

SECTION 3.3 *REGULAR MEETINGS.* The annual meeting of the Board shall be held without Notice within two weeks following the annual meeting of Members, and at a place designated by the President. The Board may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without Notice other than such resolution.

SECTION 3.4 *SPECIAL MEETINGS.* A special meeting of the Board may be called by, or at the request of, the President or two Directors. The person or persons authorized to call a special meeting of the Board may fix any reasonable time and place (either within or without the State of Indiana), as the place for holding any special meeting called by them.

SECTION 3.10 ***ACTION BY CONSENT WITHOUT MEETING.*** Any action which may be taken at a meeting of the Board may be taken without a meeting if evidenced by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. For purposes of this section 3.10, a consent granted by telegram, telex, telecopy, or other document transmitted electronically by a Director shall be deemed to be acceptable evidence of consent. Action taken by written consent is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date.

SECTION 3.11 ***RESIGNATION.*** A Director may resign by delivering Notice to the Board, its chairman, the President, or the Secretary. A resignation is effective when delivered, unless the Notice specifies a later effective date.

SECTION 3.12 ***VACANCIES.*** Any vacancy on the Board caused by removal, resignation, death, or other incapacity, or by increase in the number of Directors composing the Board, may be filled by the Board. If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. The new Director shall serve until the expiration of the term for which the Director's predecessor was elected. Members shall be notified of any increase in the number of Directors composing the Board and of the name, address, and principal occupation of any Director elected by the Board to fill any vacancy, whether caused by an increase or otherwise, in the next mailing, if any, sent to the Members following any such increase or election. If the vote of the remaining Directors results in a tie, such vacancy shall be filled by a vote of the Members at a special meeting called for such purpose.

SECTION 3.13 ***REMOVAL.*** A Director may be removed, either with or without cause, as provided by the Act, at a special meeting of the Members, if the special meeting Notice states that one of the purposes of the meeting is the removal of the Director, or at any meeting of the Board.

SECTION 3.14 ***QUORUM AND VOTING REQUIREMENTS.***

3.14.1 A quorum of the Board for the transaction of all business, except filling vacancies on the Board, shall consist of a majority of the number of Directors prescribed in

Corporation and over the other Officers. The President shall have the power to appoint committees. The President also shall perform such other duties as are incident to this office.

SECTION 4.4 **VICE PRESIDENT.** The Vice President shall perform the duties specified in section 4.3 in the absence or upon the disability of the President. In addition, the Vice President shall perform such duties and assignments which may from time to time be delegated by the President or the Board.

SECTION 4.5 **TREASURER.** The Treasurer shall have custody of all monies, securities, and other valuables of the Corporation, and shall give bond in such sums and with such surety as the Board may require (if any), conditioned upon the faithful performance of the Treasurer's office. The Treasurer shall maintain a correct and complete record of accounts showing accurately, at all times, the financial condition of the Corporation. The Treasurer shall immediately deposit all funds of the Corporation coming into the Treasurer's hands in a bank or other depository to be designated by the Board, and keep such bank account or accounts in the name of the Corporation. The Treasurer also shall perform such other duties as are incident to this office.

SECTION 4.6 **SECRETARY.** The Secretary shall have the responsibility to ensure that Notices required by these Bylaws are properly issued, and that the minutes of all meetings of the Board and the Members are adequately kept. The Secretary shall have responsibility for all corporate books, records and papers, any and all written contracts of the Corporation, and shall authenticate the records of the Corporation. The Secretary also shall perform such other duties as are incident to this office.

SECTION 4.7 **RESIGNATION.** An Officer of the Corporation may resign by delivering Notice to the Board, the President, or the Secretary. A resignation is effective when delivered unless the Notice specifies a later effective date.

SECTION 4.8 **VACANCIES.** Vacancies among elected and appointed Officers occurring during the annual terms shall be filled by the Board.

**SECTION 7.2 SCOPE OF INDEMNIFICATION.** The Corporation shall indemnify, in accordance with this Article 7, every individual who is or was at any time a Director, Officer, employee, or agent of the Corporation, against liability (including without limitation, all amounts paid by way of settlement of any asserted liability) and reasonable expenses, including attorney fees, incurred by such individual in connection with, or resulting from, any proceeding (whether actual or threatened, brought by or in the right of the Corporation, otherwise, and including any related appeal) in which such individual may become involved as a party by reason of that party's being, or having been, or by reason of any action taken or not taken in such capacity, whether or not such individual continues to serve in such capacity at the time such liability or expense is incurred, provided the applicable requirements stated in this Article 7 are satisfied.

**SECTION 7.3 STANDARD OF CONDUCT FOR INDEMNIFICATION.**

7.3.1 Indemnification under section 7.2 shall be required only if an individual is determined to have satisfied the applicable standard of conduct stated below:

7.3.1.1 In the case of a proceeding other than a criminal proceeding:

7.3.1.1.1 The individual's conduct was in good faith; and

7.3.1.1.2 The individual, acting in the individual's capacity or otherwise, reasonably believed the individual conduct was not opposed to the Corporation's best interests.

7.3.1.2 In the case of a criminal proceeding, the individual either:

7.3.1.2.1 Had reasonable cause to believe the individual's conduct was lawful; or

7.3.1.2.2 Had no reasonable cause to believe the individual's conduct was unlawful.

7.3.2 The conduct of a Director or Officer with respect to any employee benefit plan administered or provided by the Corporation, for a purpose the Director or Officer reasonably believed to be in the interests of the participants in, and beneficiaries of the plan, is conduct that satisfies the requirements of section 7.3.1.1.2.

**SECTION 7.5    *MANDATORY INDEMNIFICATION.***

7.5.1 The Corporation shall indemnify an individual who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which the individual was a party because the individual is or was a Director or Officer, against reasonable expenses incurred by such individual in connection with the proceeding.

7.5.2 The evaluation of the reasonableness of expenses shall be made in the same manner as the procedures specified in section 7.4.2.

**SECTION 7.6    *INDEMNIFICATION PROVISIONS NOT EXCLUSIVE.*** The provisions in this Article 7 regarding indemnification are not exclusive, and shall not limit in any way indemnification which is permitted by Indiana law.

**SECTION 7.7    *NON-LIABILITY OF DIRECTORS.*** A Director shall not be liable to the Members or to any other person for any error or mistake of judgment exercised in carrying out the Director's duties and responsibilities as a Director, except for individual willful misconduct, bad faith, or gross negligence. It is intended that a Director shall have no personal liability with respect to any contract made by the Director on behalf of the Corporation, and that in all matters the Board is acting for and on behalf of the Members and as their agent. All contracts made by the Board on behalf of the Corporation shall provide that the Board is acting as an agent for the Members, and the Directors shall have no personal liability under such contracts.

**ARTICLE 8**

**BOOKS AND RECORDS**

**SECTION 8.1    *GENERAL.*** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Members, the Board, and committees having any of the authority of the Board. The Corporation also shall keep at the registered office a record of the names and addresses of the Members. All books and records of the Corporation may be inspected by any Member, or by the Member's agent or attorney for any proper purpose permitted under the Act, at any reasonable time.

Corporation. A Member also may receive payment of principal and interest on monies loaned or advanced to the Corporation, as provided in the Act.

SECTION 11.3 **APPLICABLE LAW.** These Bylaws shall be construed in accordance with the Act and other applicable laws of the State of Indiana.

SECTION 11.4 **SEVERABILITY.** If one or more of the provisions of these Bylaws shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Bylaws; and these Bylaws shall be reformed and construed as if such invalid, illegal, or unenforceable provisions had not been contained in them.

SECTION 11.5 **NOTICES.**

11.5.1 Any Notice shall be in writing, and shall be given to the required person at the person's address stated below, or at such other address as a person may designate in a Notice to another person:

If to a Member:	The last known address of the Member, as it appears in the records of the Corporation.
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If to Corporation:	Hacienda Village Homeowners Association, Inc. Attention: Registered Agent at Corporation's Registered Office
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11.5.2 Notice shall be deemed given when made in accordance with the Act and these Bylaws.

11.5.3 Refusal by a person to accept a Notice shall not affect the giving of the Notice.

SECTION 11.6 **TIME OF ESSENCE.** Time is of the essence in these Bylaws.

SECTION 11.7 **HEADINGS AND GENDER.** Headings are for reference only, and do not affect the provisions of these Bylaws. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

SECTION 11.8 **COMPUTATION OF TIME.** In computing a time period prescribed in these Bylaws, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the