

CCR'S From Plat Block A  
DR 142/91-95

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DEED RECORD

BOOK NO. 142

We, the undersigned, Frank Fankbonner and Nellie R. Fankbonner, husband and wife, and Eddie Fankbonner and Gloria Ann Fankbonner, husband and wife, being the owners of all the real estate in the attached Plat of Paradise Lake, hereby certify that we have laid off, platted and subdivided said real estate heretofore described in accordance with said Plat in to lots, streets or drives as shown on said Plat and the same is and shall be known and designated as Paradise Lake of part of the East half of the Northwest Quarter of Section 1, Township 12 North, Range 2 East of the 2nd Principal Meridian and we hereby dedicate the streets or drives shown thereon to the public use.

The lots designated in said Plat for use thereof by present and future owners shall be subject to the following conditions and restrictions, to-wit:-

1. All dwellings or buildings erected thereon shall be for single family residential purposes and a minimum ground floor area of 500 square feet of living area, exclusive of garages and open porches.
2. No lots shall be subdivided and no more than one dwelling shall be erected on any lot together with a garage or accessory building.
3. All dwelling shall be constructed of new materials and plans shall be approved by Frank Fankbonner or his duly authorized agent or representative prior to any construction of any dwelling.
4. No owner shall be permitted to keep, possess or shelter any animals except house-pets.
5. Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic tanks installed in an efficient manner and so as to meet the specifications required by the National Building Code for Suburban dwellings and at all times maintain the same in suitable working order.
6. No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive, except that the owner may designate certain lots for business use.
7. The owners of all lots, whether or not maintaining thereon a residence, shall keep the weeds and grass cut and the lot free from debris and in the event of their failure so to do, any lot owner or the proprietor of the Subdivision may cut or cause the weeds to be cut and remove debris or accumulated trash therefrom and charge the same and have a lien therefore upon any such lot.
8. All the foregoing conditions and restrictions shall be and remain in force and effect for a period of 25 years. The right of injunction shall at all times be preserved by the owners of said lots against any persons violating any of these conditions and restrictions, with appropriate damages which may result from such violations.
9. All said lots are subject to the right of the owners of this Plat to designate a utility strip for the purpose of making available electric or other utility service.
10. The owners of any lots by conveyance from the platters and their successors in title by the acceptance of any deed, obligate themselves to join with other such persons who may become the owners of any lots in the Subdivision in the organization of an Indiana corporation not organized for profit to be named Paradise Lake Association and each owner of any such lot shall be entitled to membership in said Association. The purpose of such an association shall be the promotion of general benefit to lot owners in said subdivision and the maintenance of the Lakes levees and dams regulating the use of the lake, providing

Block A (2)

for assessments of funds to accomplish such purpose, improvements of the sanitary facilities, roadways and with authority to adopt appropriate by-laws to accomplish the foregoing functions.

11. The owners of any lots shall be entitled to the use and privileges of Paradise Lake along with guests and other lot owners.

12. The owners and platters of the subdivision agree and bind themselves to, as soon as such corporation has been duly incorporated according to the laws of the State of Indiana, to convey to said corporation the area of land now submerged by the waters of Paradise Lake as shown upon the attached Plat and excluding therefrom all platted lots.

IN WITNESS WHEREOF, we have set our hands and seals this 12 day of September, 1956.

(Signed) Frank Fankboner  
Frank Fankboner

(Signed) Nellie R. Fankboner  
Nellie R. Fankboner

(Signed) Eddie Fankboner  
Eddie Fankboner

(Signed) Gloria Ann Fankboner  
Gloria Ann Fankboner

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MORGAN )

Before me, a Notary Public in and for said County and State, personally appeared Frank Fankboner, Nellie R. Fankboner, Eddie Fankboner and Gloria Ann Fankboner and acknowledged the execution of the attached Plat of Paradise Lake.

WITNESS my hand and official seal this 12 day of September, 1956

(Signed) Gilbert W. Butler  
Gilbert W. Butler  
NOTARY PUBLIC

Seal

My Commission Expires: Dec. 10, 1959

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MORGAN, STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE COUNTY OF MORGAN, AS FOLLOWS:

APPROVED By the County Plan Commission at a meeting held on the 25 day of Sept 1956.

(Signed) Richard Haworth CHAIRMAN (Signed) Welcome J. Neal SECRETARY  
Richard Haworth Welcome J. Neal

Recorded the 20th day of October A.D. 1956 at 9:30 o'clock A.M.

*Bladya H. Marley*  
Recorder of Morgan County

SEE NEXT PAGE FOR PLAT

BY-LAWS

## PARADISE LAKE ASSOCIATION, INC. BLOCK "A"

ARTICLE INAME AND LOCATION

The name of the corporation is Paradise Lake Association, Inc. Block "A" hereinafter referred to as the "Association." The principal office of the corporation shall be located at residence of the then President of the Association. Meetings of members and directors may be held at such places within the State of Indiana, County of Morgan, as may be designated by the Board of Directors.

ARTICLE IIDEFINITIONS

Section 1. "Association" shall mean and refer to the Paradise Lake Association, Inc., Block "A", its successors and assigns.

Section 2. "Properties" shall mean and refer to that portion of certain real property hereinbefore described, namely lots 1 - 66, Morgan County, Indiana, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including improvements thereto) owned to or be owned by the Association for the common use and enjoyment of the owners. Specifically, but not limited to, the beach area adjacent to the dam, the dam and the lake.

Section 4. "Lots" shall mean and refer to each of the separate plots of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the Properties.

CHICAGO TITLE

ARTICLE III

PROPERTY RIGHTS - COVENANTS AND RESTRICTIONS

Section 1. The Lots designated in said Plat for use thereof by present and future owners shall be subject to the following conditions and restrictions, to-wit:

- (a) All dwellings or buildings erected thereon shall be for single family residential purposes and a minimum ground floor area of 1200 square feet of living area, exclusive of garages and open porches.
- (b) No lots shall be subdivided and no more than one dwelling shall be erected on any one lot together with a garage or accessory building. A mobile home shall not be construed as a dwelling as herein referred.
- (c) All dwellings shall be constructed of structurally sound materials and plans shall be approved by the Board of Directors or their duly authorized agent or representative prior to any construction of any dwelling.
- (d) No owner shall be permitted to keep, possess or shelter any animals except house pets.
- (e) Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic tanks installed in an efficient manner and so as to meet the specifications required by the National Building Code for Suburban Dwellings or local requirements and at all times maintain the same in suitable working order.
- (f) No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive.
- (g) All the foregoing conditions and restrictions shall be and remain in force and effect for as long as the Association exists. The right of injunction shall at all times be preserved by the owners of said

lots against any persons violating any of these conditions and restrictions, with appropriate damages which may result from such violations.

- (h) All said lots are subject to the right of the owners of this Plat to designate a utility strip for the purpose of making available electric or other utility service.
- (i) No motorized vehicles are allowed on the dam.
- (j) No motors of any type are allowed on the lake except electric trolling motors.
- (k) The owners of any lots by conveyance from the platters and their successors in title by the acceptance of any deed, obligate themselves to join with other such persons who may become the owners of any lots in the subdivision in the organization of an Indiana corporation, not organized for profit, called the Paradise Lake Association, Inc. Block "A" and each owner of any such lot shall be entitled to membership in said Association. The purpose of such an association shall be the promotion of general benefits to lot owners in said subdivision and the maintenance of the lakes levees and dams regulating the use of the lake, providing for assessments of funds to accomplish such purpose, improvements of the sanitary facilities, roadways and with authority to adopt appropriate by-laws to accomplish the foregoing functions.

Section 2. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to Paradise Lake which shall be appurtenant to and shall pass with the title to every lot.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to Paradise Lake to the members of his family, his guests, and his tenants or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association.

Section 2. Voting Rights. Owners of Lot(s) are entitled to vote according to the number of lots or partial lots owned. There are in total sixty-six (66) lots in the Paradise Lake Subdivision Block "A".

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessment. The declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Annual Assessment. The assessment is voted on and approved once a year by the membership of the Association at the annual meeting. The fee is on a per lot basis.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(2)

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of all eligible votes, either by person or by proxy, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Collection of fees will be paid in full by May 1 or can be made in two (2) installments with the first installment due December 1.

Section 7. Effect of Nonpayment of Assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date (May 1 of each year) at the rate of twelve percent (12%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## CHICAGO TITLE

ARTICLE VI

### MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incor-

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poration of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter, at the hour designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. 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, either by personal contact or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, 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 any such meeting, by person or proxy, of one-tenth (1/10) of the eligible votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE VII

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BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect directors for a term of two (2) years; and at each annual meeting thereafter the members shall elect directors for a term of two (2) years as so required. Intent

is to have a rotation of the Directors in the offices of the Board as vacancies occur. Therefore, a director may, as a result of different duties, remain on the Board for longer than 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 remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to 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 VIII

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The use of a Nominating Committee may be waived by majority vote of the membership, as it so determines its requirements.

Section 2. Election. Election to the Board of Directors shall be by voice vote or 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 provi-

sions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and to establish penalties for the violation thereof;
- (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, or Articles of Incorporation.
- (c) To authorize the officers to enter into one or more management agreement with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, all improvements included therein and designated as Common Areas, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be in the best interest of the Association, and shall be subject in all respects to the Articles of Incorporation and these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

- (c) As more fully provided in the Declaration, to:
- (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which then will be voted upon at the annual meeting.
  - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the Common Area to be maintained.

#### ARTICLE X

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and 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. The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise 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 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. Duties. 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, inability or refusal to act, 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; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, 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 appropriate tax forms to be completed and filed; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI

COMMITTEES

The association shall appoint a Dam Committee and a Nominating Committee if so desired by the majority of the members. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. 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 XIII

ASSESSMENTS

As more fully provided by these By-Laws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is 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 twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated

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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 waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

IN WITNESS WHEREOF, we, being all of the directors of the Paradise Lake Association, Inc. Block "A" have hereunto set our hands this 27 day of June, 1982.

Philip J. Blumner  
Philip Blumner, President

David Haschel  
David Haschel, Vice President

Robert Smith  
Robert Smith, Treasurer

Charlotte L. Bengtson  
Charlotte L. Bengtson, Secretary

Dan Schafer  
Dan Schafer, Board Member

CHICAGO TITLE

I, the undersigned, do hereby certify:

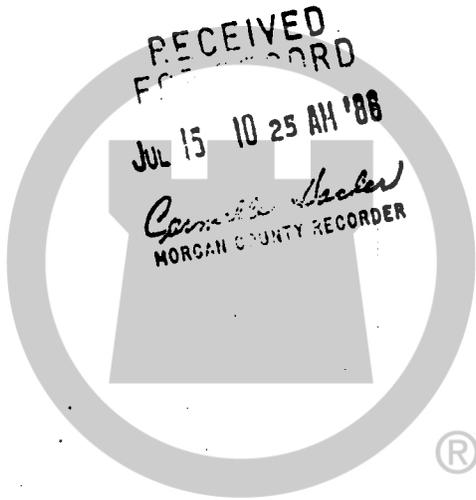
That I am the duly elected and acting secretary of the Paradise Lake Association, Inc. Block "A", an Indiana corporation, and

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That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27 day of JUNE, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27 day of JUNE, 1982.

*Charlotte L. Bengtson*  
Charlotte L. Bengtson Secretary



CHICAGO TITLE

This instrument was prepared  
By D. Charles Gantz

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Book 47 Page 300  
Updated March 21, 1997

BY-LAWS

PARADISE LAKE ASSOCIATION, INC. BLOCK "A"

ARTICLE I

NAME AND LOCATION

The name of the corporation is Paradise Lake Association, Inc., Block "A" hereinafter referred to as the "Association." The principal office of the corporation shall be located at residence of the then President of the Association. Meetings of members and directors may be held at such places within the State of Indiana, County of Morgan, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Paradise Lake Association, Inc., Block "A", its successors and assigns.

Section 2. "Properties" shall mean and refer to that portion of certain real property hereinbefore described, namely lots 1 - 66, Morgan County, Indiana, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including improvements thereto) owned to or be owned by the Association for the common use and enjoyment of the owners. Specifically, but not limited to, the beach area adjacent to the dam, the dam, and the lake.

Section 4. "Lots shall mean and refer to each of the separate plots of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the Properties.

CHICAGO TITLE

ARTICLE III

PROPERTY RIGHTS - COVENANTS AND RESTRICTIONS

Section 1. The Lots designated in said Plat for use thereof by present and future owners shall be subject to the following conditions and restrictions, to-wit:

- (a) All dwellings or buildings erected thereon shall be for single family residential purposes and a minimum ground floor area of 1200 square feet of living area, exclusive of garages and open porches.
- (b) No lots shall be subdivided and no more than one dwelling shall be erected on any one lot together with a garage or accessory building. A mobile home shall not be construed as a dwelling as herein referred.
- (c) All dwellings shall be constructed of structurally sound materials and plans shall be approved by the Board of Directors or their duly authorized agent or representative prior to any construction of any dwelling. All structures, room additions, mini-barns, driveways, and street cuts require board approval and county building permits.
- (d) No owner shall be permitted to keep, possess or shelter any animals except house pets. Except for one (only) yard dog to be fenced or leashed with all state and county codes and licensing requirements to be met. Dogs to be kept quiet and not to be a nuisance to any neighbor.
- (e) Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic tanks installed in an efficient manner and so as to meet the specifications required by the National Building Code for Suburban Dwellings or local requirements and at all times maintain the same in suitable working order. State and County Board of Health regulations to be met and maintained.
- (f) No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive. i.e. accountants, tax preparer, bookkeeper, etc. ok. / No barber shops, beauty shops, auto repair, auto body shops permitted. A quiet time of 10:00 p.m. will be observed on weekdays and 12:00 midnight on weekends and holidays.
- (g) All the foregoing conditions and restrictions shall be and remain in force and effect for as long as the Association exists. The right of injunction shall at all

times be preserved by the owners of said lots against any persons violating any of these conditions and restrictions, with appropriate damages which may result from such violations.

- (h) All said lots are subject to the right of the owners of this Plat to designate a utility strip for the purpose of making available electric or other utility service.
- (i) No motorized vehicles are allowed on the dam. **This to include motorcycles, dirt bikes, go-carts, four wheelers, scooters, etc. No firearms are to be discharged anywhere in the Block "A" properties save for the use of a shotgun to remove varmits, muskrats, and snakes.**
- (j) No motors of any type are allowed on the lake except electric trolling motors.
- (k) The owners of any lots by conveyance from the platters and their successors in title by the acceptance of any deed, obligate themselves to join with other such persons who may become the owners of any lots in the subdivision in the organization of an Indiana corporation, not organized for profit, called the Paradise Lake Association, Inc. Block "A" and each owner of any such lot shall be entitled to membership in said Association. The purpose of such an association shall be the promotion of general benefits to lot owners in said subdivision and the maintenance of the lakes levees and dams regulating the use of the lake, providing for assessments of funds to accomplish such purpose, improvements of the sanitary facilities, roadways and with authority to adopt appropriate by-laws to accomplish the foregoing functions.
- (l) **The vehicles upon each lot shall be limited to personal use vehicles; no abandoned, wrecked, or unlicensed vehicles shall be kept upon any parcel or lot unless stored within a structure. In the event that any such unit is kept upon any premises, then the same shall be removed by the owner thereof, within thirty (30) days after written notice, certified and/or personal service of written notice for such removal.**

**In the event the lot owner fails to correct the condition for which notice is given, the Association shall have the right to have the offending vehicle or unit towed at the expense of the lot owner, which expense shall be added to the dues and assessments for the particular lot to be enforced, together with interest and other appropriate proceedings as provided for with the by-laws of the Association in the collections of assessments.**

**Section 2. Owners' Easement of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to Paradise Lake which shall be appurtenant to and shall pass with the title to every lot.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to Paradise Lake to the members of his family, his guests, and his tenants or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association.

Section 2. Voting Rights. Owners of Lot(s) are entitled to vote according to the number of lots or partial lots owned. There are in total sixty-six (66) lots in the Paradise Lake Subdivision Block "A".

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the lien and personal obligation of assessment. The declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Annual Assessment. The assessment is voted on and approved once a year by the membership of the Association at the annual meeting. The fee is on a per lot basis.

**Section 4. Special assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of all eligible votes, either by person or by proxy, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots. Collection of fees will be paid in full by May 1 or can be made in two (2) installments with the first installment due December 1 of the year preceding the April dues assessment. Full payment of all dues and assessments must be made by May 1 of the calendar year.

**Section 7. Effect of Nonpayment of assessment and Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date (May 1 of each year) at the rate of twelve percent (12%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Special Assessments for Missed Work Parties.** Lot owners are responsible to participate in work parties the purpose of which will be maintenance of the Common Area. The treasurer may levy a special assessment against any lot

owner who either fails to participate in the work party or fails to provide a suitable substitute. The amount of the assessment for each such failure will be established by the Board of Directors and approved by the membership at each annual meeting. Current is \$25.00 per missed work party. (Ref. Article III, Section 1, Paragraph K)

ARTICLE VI

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter, at the hour designated by the Board of Directors. The annual meeting will be held the first Sunday after Easter and so each successive year thereafter. An additional meeting of the membership is to be held no later than the end of the sixth month following the annual meeting date.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. 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, either by personal contact or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, 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 any such meeting, by person or proxy, of one-tenth (1/10) of the eligible votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

CHICAGO TITLE

ARTICLE VII

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who shall be members of the Association. Secretary and treasurer will have board voting rights.

Section 2. Term of Office. At the first annual meeting the members shall elect directors for a term of two (2) years; and at each annual meeting thereafter the members shall elect directors for a term of two (2) years as so required. Intent is to have a rotation of the Directors in the offices of the Board as vacancies occur. Therefore, a director may, as a result of different duties, remain on the Board for longer than 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 remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to 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 VIII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The use of a Nominating Committee may be waived by majority vote of the membership, as it so determines its requirements.

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**Section 2. Election.** Election to the Board of Directors shall be by voice vote or 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE IX**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to

- a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and to establish penalties for the violation thereof;
- 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, or Articles of Incorporation.
- c) To authorize the officers to enter into one or more management agreement with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, all improvements included therein and designated as Common Areas, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be in the best interest of the Association, and shall be subject in all respects to the Articles of Incorporation and these By-Laws.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which then will be voted upon at the annual meeting.

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- (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and Board and officers' actions.
- f) Cause the Common Area to be maintained.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and 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 or by vote of the membership at the annual meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise 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 giving written notice to the Board, the president or the secretary. Such resignation shall take effect on

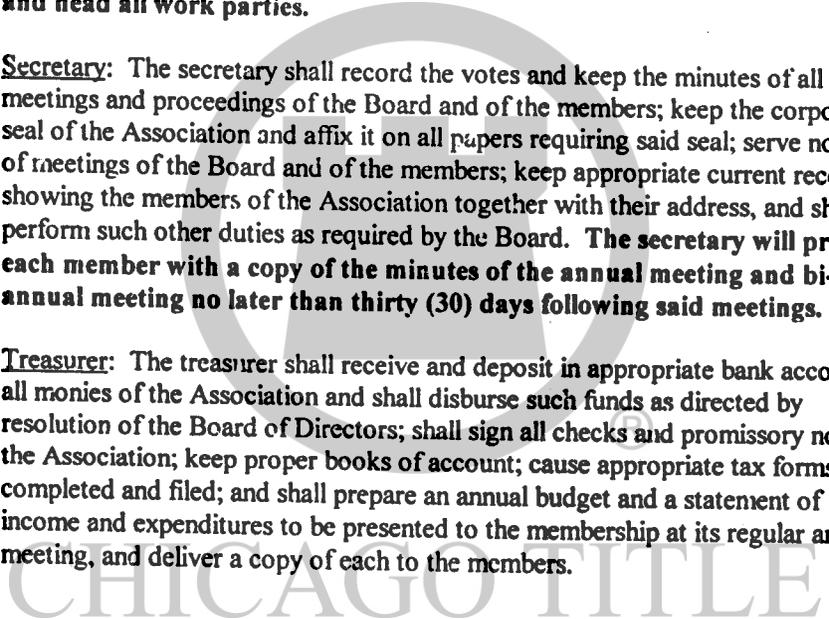
the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**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. Duties.** 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, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. Unless otherwise provided for the Vice-President shall chair the Dam Committee and head all work parties.
- c) **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board. The secretary will provide each member with a copy of the minutes of the annual meeting and bi-annual meeting no later than thirty (30) days following said meetings.
- 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 appropriate tax forms to be completed and filed; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.



ARTICLE XI

COMMITTEES

The association shall appoint a Dam Committee and a Nominating Committee if so desired by the majority of the members. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. 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 XIII

ASSESSMENTS

As more fully provided by these By-Laws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is 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 twelve percent (12%) 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 waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

IN WITNESS WHEREOF, we, being all of the directors of the Paradise Lake Association, Inc. Block "A" have hereunto set our hands this \_\_\_ day of \_\_\_, 1997.

Ron Sumner 3/21/97  
Ron Sumner, President

Rob Speas  
Rob Speas, Vice-President

Kathy Mullins 3-21-97  
Kathy Mullins, Treasurer

Nancy Wallace 3/21/97  
Nancy Wallace, Secretary

Sue Tresslar 3/21/97  
Sue Tresslar, Board Member

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Paradise Lake Association, Inc. Block "A", an Indiana corporation, and

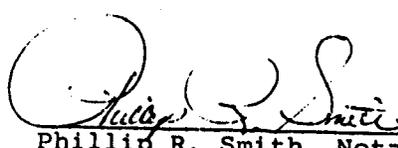
That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27th day June, 1982 and updated and amended this 21 day of March, 1997 as per properly voted and passed revisions at a duly constituted meeting of the membership of this Association having a quorum. No revisions or additions to these By-Laws were made that were not attested to by the Officers and recorded in the minutes of the annual meetings.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21 day of March, 1997.



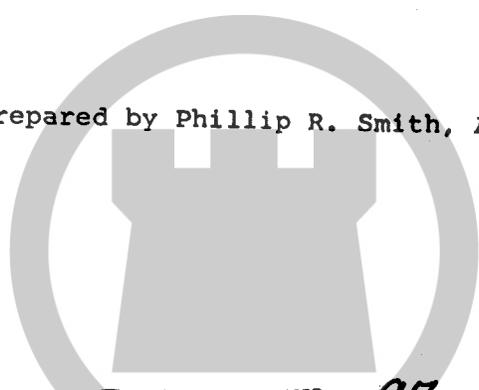
Nancy Wallace  
Nancy Wallace, Secretary

Before me a Notary Public Nancy Wallace, Secretary of Paradise Lake Association, Inc. Block "A" did sign or acknowledge the signing of the foregoing document.

  
Phillip R. Smith, Notary Public  
Residing in Morgan Co., Indiana

My Commission Expires: 11/5/99

This instrument prepared by Phillip R. Smith, Attorney At Law.



RECEIVED FOR RECORD  
July 3 1997  
3:08 P.  
Vickie Kivett  
MORGAN COUNTY RECORDER

CHICAGO TITLE

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1/15  
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BY-LAWS

PARADISE LAKE ASSOCIATION, INC. BLOCK "A"

ARTICLE I

NAME AND LOCATION

The name of the corporation is Paradise Lake Association, Inc., Block "A" hereinafter referred to as the "Association." The principal office of the corporation shall be located at residence of the then President of the Association. Meetings of members and directors may be held at such places within the State of Indiana, County of Morgan, as may be designated by the Board of Directors.

The purpose of such an association shall be the promotion of general benefits to lot owners in said subdivision and the maintenance of the lakes levees and dams regulating the use of the lake, providing for assessments of funds to accomplish such purpose, improvements of the sanitary facilities, roadways and with authority to adopt appropriate by-laws to accomplish the foregoing functions.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Paradise Lake Association, Inc., Block "A", its successors and assigns.

Section 2. "Properties" shall mean and refer to that portion of certain real property hereinbefore described, namely lots 1 – 66 (no lot 26), Morgan County, Indiana, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including improvements thereto) owned to or be owned by the Association for the common use and enjoyment of the owners. Specifically, but not limited to, the beach area adjacent to the dam, the dam, and the lake.

Section 4. "Lots shall mean and refer to each of the separate plots of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the Properties.



MORGAN COUNTY RECORDER  
KAREN BRUMMETT 13P  
CSD Date 02/24/2005 Time 14:01:35  
RECORDING: 35.00  
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**Section 6. "Membership" is the owners of any lots by conveyance from the platters and their successors in title by the acceptance of any deed, obligate themselves to join with other such persons who may become the owners of any lots in the subdivision in the organization of an Indiana corporation, not organized for profit, called the Paradise Lake Association, Inc. Block "A" and each owner of any such lot shall become members in said Association.**

**Section 7. "Work Party" Property owners will be called together to perform such maintenance to the dam and commons area as needed.**

**ARTICLE III**

**PROPERTY RIGHTS - COVENANTS AND RESTRICTIONS**

**Section 1. The Lots designated in said Plat for use thereof by present and future owners shall be subject to the following conditions and restrictions, to-wit:**

- A. All dwellings or buildings erected thereon shall be for single family residential purposes and a minimum ground floor area of 1200 square feet of living area, exclusive of garages and open porches.**
- B. No lots shall be subdivided and no more than one dwelling shall be erected on any one lot together with a garage or accessory building. A mobile home shall not be construed as a dwelling as herein referred.**
- C. All dwellings shall be constructed of structurally sound materials and plans shall be approved by the Board of Directors or their duly authorized agent or representative prior to any construction of any dwelling. All structures, room additions, mini-barns, driveways, and street cuts require board approval and county building permits if required.**
- D. No owner shall be permitted to keep, possess or shelter any animals except house pets. Except for one (only) yard dog to be fenced or leashed with all state and county codes and licensing requirements to be met. Dogs to be kept quiet and not to be a nuisance to any neighbor.**
- E. Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic tanks installed in an efficient manner and so as to meet the specifications required by the National Building Code for Suburban Dwellings or local requirements and at all times maintain the same in suitable working order. State and County Board of Health regulations to be met and maintained.**

F. No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive. i.e. accountants, tax preparer, bookkeeper, etc. No barber shops, beauty shops, auto repair, or auto body shops permitted. A quiet time of 10:00 p.m. will be observed on weekdays and 12:00 midnight on weekends and holidays.

G. All said lots are subject to the right of the owners of this Plat to designate a utility strip for the purpose of making available electric or other utility service.

H. No motorized vehicles are allowed on the dam. This to include motorcycles, dirt bikes, go-carts, four wheelers, scooters, etc. No firearms are to be discharged anywhere in the Block "A" properties save for the use of a shotgun to remove varmits, muskrats, and snakes.

I. No motors of any type are allowed on the lake except electric trolling motors.

J. The vehicles upon each lot shall be limited to personal use vehicles; no abandoned, wrecked, or unlicensed vehicles shall be kept upon any parcel or lot unless stored within a structure (garage, building, etc. not fences). In the event that any such unit is kept upon any premises, then the same shall be removed by the owner thereof, within ten (10) days after written notice, certified and/or personal service of written notice for such removal.

In the event the lot owner fails to correct the condition for which notice is given, the Association shall have the right to have the offending vehicle or unit towed at the expense of the lot owner, which expense shall be added to the dues and assessments for the particular lot to be enforced, together with interest and other appropriate proceedings as provided for with the by-laws of the Association in the collections of assessments. See Article 3 Section 1 paragraph (L) for fines and penalties and lien.

**K. "The owner of any lot shall maintain the lot, dwelling, dock, fencing and/or any other structures in good repair and mowed so as to not be unsightly, as a nuisance in the neighborhood or present a health or safety hazard. After written notice from the Board of Directors, the owners shall have thirty (30) days to cure the violation."**

**L. Violation of any of the foregoing covenants and restrictions will result in a fine of \$100.00 per incident, which fine will increase to \$250.00 at 30 days and \$500.00 at 60 days, and to a maximum of \$1,000.00 at 90 days or until corrected. A lien will be filed against the property owner with the Morgan County Recorder's office at the time that the fine reaches the**

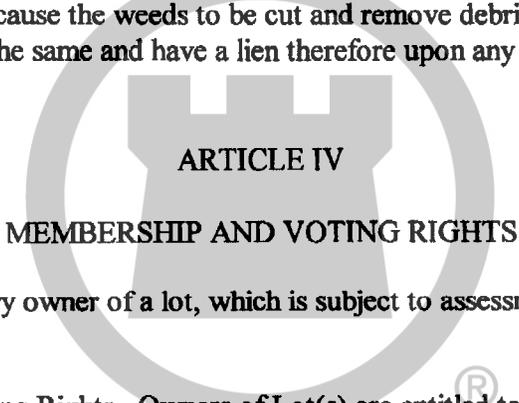
**sum of \$1,000.00. Said lien will be satisfied on payment of all assessed penalties and Board approval of corrections of the violations.**

**M. All the foregoing conditions and restrictions shall be and remain in full force and effect so long as the Association exists. The right of injunction shall at all times be preserved to the owners of lots within the subdivision and the association against any persons violating any of these conditions or restrictions. In the event that an injunction is granted or damage is awarded, the prevailing party shall also be entitled to attorney fees, costs of expert witness, court costs and payment of salvage or trash haulers to remove accumulation from said properties.**

Section 2. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to Paradise Lake which shall be appurtenant to and shall pass with the title to every lot.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to Paradise Lake to the members of his family, his guests, and his tenants or contract purchasers who reside on the property.

Section 4. Condition of Property. The owners of all lots, whether or not maintaining there on a residence, shall keep the weeds and grass cut and the lot free from debris and in the event of their failures to do so, any lot owner or the proprietor of the subdivision may cut or cause the weeds to be cut and remove debris or accumulated trash there from and charge the same and have a lien therefore upon any such lot.



ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot, which is subject to assessment, shall be a member of the Association.

Section 2. Voting Rights. Owners of Lot(s) are entitled to vote according to the number of lots or partial lots owned. There are in total sixty-five (65) lots in the Paradise Lake Subdivision Block "A" numbered 1 through 66 except for number 26 which does not exist.

CHICAGO TITLE

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the lien and personal obligation of assessment. The declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is redeemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, each assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Annual Assessment. The assessment is voted on and approved once a year by the membership of the Association at the annual meeting. The fee is on a per lot basis.

Section 4. Special assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of all eligible votes, either by person or by proxy, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such

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subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Collection of fees will be paid in full by May 1 or can be made in two (2) installments with the first installment due December 1 of the year preceding the April dues assessment. Full payment of all dues and assessments must be made by May 1 of the calendar year.

Section 7. Effect of Nonpayment of assessment and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date (May 1 of each year) at the rate of twelve percent (12%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Special Assessments for Missed Work Parties. Lot owners are responsible to participate in work parties the purpose of which will be maintenance of the Common Area. The treasurer may levy a special assessment against any lot owner who either fails to participate in the work party or fails to provide a suitable substitute. The amount of the assessment for each such failure will be established by the Board of Directors and approved by the membership at each annual meeting. Current cost is \$40.00 per missed work party.

ARTICLE VI



MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter, at the hour designated by the Board of Directors. The annual meeting will be held the first Sunday after Easter and so each successive year thereafter.

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**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3. Notice of Meetings.** 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, either by personal contact or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, 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 any such meeting, by person or proxy, of one-tenth (1/10) of the eligible votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE VII

### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of seven (7) directors, who shall be members of the Association. Secretary and treasurer will have board voting rights.

**Section 2. Term of Office.** At the first annual meeting the members shall elect directors for a term of two (2) years; and at each annual meeting thereafter the members shall elect directors for a term of two (2) years as so required. Intent is to have a rotation of the Directors in the offices of the Board as vacancies occur. Therefore, a director may, as a result of different duties, remain on the Board for longer than 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 remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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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 VIII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The use of a Nominating Committee may be waived by majority vote of the membership, as it so determines its requirements.

Section 2. Election. Election to the Board of Directors shall be by voice vote or 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 1. Powers. The Board of Directors shall have power to
- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities and to establish penalties for the violation thereof;
  - 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, or Articles of Incorporation.
  - C. To authorize the officers to enter into one or more management agreement with third parties in order to facilitate efficient operation of the Properties. It

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shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, all improvements included therein and designated as Common Areas, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be in the best interest of the Association, and shall be subject in all respects to the Articles of Incorporation and these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- B. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which then will be voted upon at the annual meeting.
  - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association and Board and officers' actions.
- F. Cause the Common Area to be maintained.

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ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and 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 or by vote of the membership at the annual meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise 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 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.

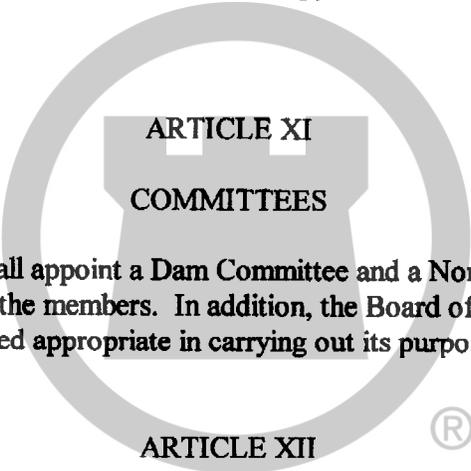
Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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. Duties. 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, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. Unless otherwise provided for the vice-president shall chair the Dam Committee and head all work parties.
  
- C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board. The secretary will provide each member with a copy of the minutes of the annual meeting and bi-annual meeting no later than thirty (30) days following said meetings.
  
- 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 appropriate tax forms to be completed and filed; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.



The association shall appoint a Dam Committee and a Nominating Committee if so desired by the majority of the members. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. 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.

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ARTICLE XIII

ASSESSMENTS

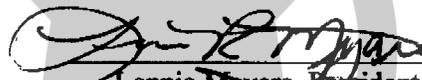
As more fully provided by these By-Laws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) 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 waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

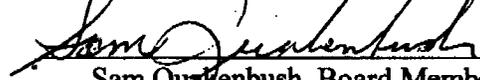
IN WITNESS WHEREOF, we, being all of the directors of the Paradise Lake Association, Inc. Block "A" have hereunto set our hands this 30 day of January, 2005.

  
\_\_\_\_\_  
Lennie Mayers, President

  
\_\_\_\_\_  
Ronald Duncan, Vice-President

  
\_\_\_\_\_  
Sandy Duncan, Treasurer

  
\_\_\_\_\_  
Rebekah Ferguson, Secretary

  
\_\_\_\_\_  
Sam Quakenbush, Board Member

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Philip J. Plummer  
 Phil Plumber, Board Member  
*aka Philip J. Plummer*

Jo Anne Miller  
 Jo Anne Miller, Board Member

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Paradise Lake Association, Inc. Block "A", an Indiana corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27th day June, 1982 and updated and amended this 30 day of January, 2005 as per properly voted and passed revisions at a duly constituted meeting of the membership of this Association having a quorum. No revisions or additions to these By-Laws were made that were not attested to by the Officers and recorded in the minutes of the annual meetings.

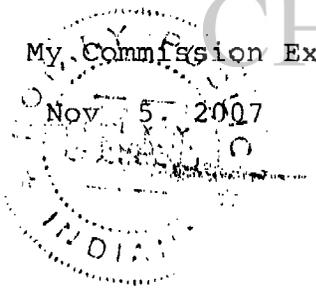
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30 day of January, 2005.

Rebekah Ferguson  
 Rebekah Ferguson, Secretary



Subscribed, and acknowledged this 30th day of January, 2005

Betty L. Griffin  
 Betty L. Griffin  
 Notary Public of Morgan County



CHICAGO TITLE

*This instrument prepared by Phillip P. Saitta - Attorney*

CCR's From Plat

Block B. (42)

DR 172 / 454-462

BOOK 172 PAGE 459

In accordance with said Plat in to lots, streets or roads as shown on said Plat and the same is and shall be known and designated as Paradise Lake Subdivision - Block B of part of the East half of the Northwest quarter of Section 1, Township 12 North, Range 2 East and we hereby dedicate the streets or roads shown thereon to the public use.

The lots designated in said Plat for use thereof by present and future owners shall be subject to the following conditions and restrictions, to-wit:

1. All dwellings or buildings erected thereon shall be for single family residential purposes and a minimum ground floor area of 500 square feet of living area, exclusive of garages and open porches.

2. No lots shall be subdivided and no more than one dwelling shall be erected on any one lot together with a garage or accessory building.

3. All dwellings shall be constructed of new materials and plans shall be approved by Frank Fankboner or his duly authorized agent or representative prior to any construction of any dwelling.

4. No owner shall be permitted to keep, possess or shelter any animals except house-pets.

5. Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic.

Block B (43)

BOOK 172 PAGE 460

tanks installed in an efficient manner and so as to meet the specifications required by the National Building Code for Suburban dwellings and at all times maintain the same in suitable working order.

6. No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive, except that the owner may designate certain lots for business use.

7. The owners of all lots, whether or not maintaining thereon a residence, shall keep the woods and grass cut and the lot free from debris and in the event of their failure so to do, any lot owner or the proprietor of the Subdivision may cut or cause the weeds to be cut and remove debris or accumulated trash therefrom and charge the same and have a lien therefore upon any such lot.

8. All the foregoing conditions and restrictions shall be and remain in force and effect for a period of 25 years. The right of injunction shall at all times be preserved by the owners of said lots against any persons violating any of these conditions and restrictions, with appropriate damages which may result from such violations.

9. All of said lots are subject to 30 foot set back lines, and 20 foot set back line on private drive, and utility strip as shown on plat.

Block B (44)

BOOK 172 PAGE 461

10. The owners of any lots by conveyance from the platters and their successors in title by the acceptance of any deed, obligate themselves to join with other such persons who may become the owners of any lots in the Subdivision in the organization of an Indiana corporation not organized for profit to be named Paradise Lake Association and each owner of any such lot shall be entitled to membership in said Association. The purpose of such an association shall be the promotion of general benefit to lot owners in said subdivision and the maintenance of the Lakes levees and dams regulating the use of the lake, providing for assessments of funds to accomplish such purpose, improvements of the sanitary facilities, roadways and with authority to adopt appropriate by-laws to accomplish the foregoing functions.

11. The owners of any lots shall be entitled to the use and privileges of Paradise Lake - Block B, along with guests and other lot owners.

12. The owners and platters of the subdivision agree and bind themselves to, as soon as such corporation has been duly incorporated according to the laws of the State of Indiana, to convey to said corporation the area of land now submerged by the waters of Paradise Lake as shown upon the attached Plat and excluding therefrom all platted lots.



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AMENDED DECLARATION CONDITIONS AND  
RESTRICTIONS PARADISE LAKE SUBDIVISION  
BLOCK B

WHEREAS, certain Conditions and Restrictions for Paradise Lake, Block B were executed the 28th day of May, 1962, approved by the Morgan County Plan Commission and thereafter recorded in the Office of the Recorder of Morgan County, Indiana, in Deed Record 172 page 462;

WHEREAS, it is the desire of the owners of lots within said subdivision to change and alter the previous conditions and restrictions;

NOW THEREFORE, all of the owners of the platted lots of Paradise Lake Subdivision, Block B, hereby amend and modify the existing conditions and restrictions and declare all lots and lands in the subdivision are and shall be subject to the Amended Declaration;

1. All dwellings erected upon any lot shall be for single family residential purposes and a minimum of twelve hundred square feet of living area.
2. No lot shall be subdivided and no more than one dwelling shall be erected on any one lot together with a garage or accessory building.
3. All dwellings shall be constructed of new materials and plans shall be approved by the Building Control Committee prior to any construction of any dwelling.
4. No owner shall be permitted to keep, possess or shelter any animals except house pets.
5. Each and every owner of any of said lots shall at the time of the erection of dwelling thereon also provide suitable facilities for sanitation including drains and septic tanks installed in an efficient manner and so as to meet the specifications required by the Morgan County and State Board of Health and at all times maintain the same in suitable working order.

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6. No structure shall be erected on any of said lots for business or mercantile trade except an owner may practice a trade or profession within a residence so long as the same shall not be obnoxious, noisy or offensive.

7. The owner of all lots, whether or not maintaining thereon a residence, shall keep the woods and grass cut and the lot free from debris and in the event of their failure so to do, the Paradise Lake Association may cut or cause the woods to be cut and remove debris or accumulated trash therefrom and the charges for the work shall be a lien upon any such lot.

8. All of these conditions and restrictions shall be and remain in force and effect in perpetuity. The right of injunction shall at all times be preserved by the owners of said lots against any persons violating any of these conditions and restrictions, with appropriate damages which may result from such violations.

9. All of said lots are subject to 30 foot set back lines, and 20 foot set back lines on private drive and utility strip as shown on plat.

10. The owners of any lots by conveyance of any deed, shall be members of Paradise Lake Association, Block B, and subject to its bylaws and rules and regulations, including any general or special assessments as assessed pursuant to the bylaws of the Association, including interest and attorney fees, which assessments shall be a lien upon the lot.

11. The owners of any lots shall be entitled to the use and privileges of Paradise Lake - Block B, along with guests and other lot owners.

12. These conditions and restrictions may be modified amended or otherwise changed, by a two-thirds vote of all of the lot owners. Each lot owner shall have only one vote, regardless of the number of lots owned.



AMENDED DECLARATION OF CONDITIONS  
AND RESTRICTIONS OF PARADISE LAKE SUBDIVISION

SIGNATURE PAGE

The undersigned, being owners of lots in Paradise Lake Subdivision and desiring to ratify and accept the amended declaration of conditions and restrictions of Paradise Lake Subdivision, hereby agree to all the terms and conditions of said document and authorize this signature page to be attached to said amended declarations.

WITNESS the execution hereby by the undersigned as owner of the lot(s) indicated on the date so noted.

<u>NAME/SIGNATURE</u>	<u>LOT/NUMBER</u>	<u>DATE</u>
<u>Wesley S. Harris Wesley S. Harris</u>	<u>45</u>	<u>10-3-93</u>
<u>Donald L. Reid Donald L. Reid</u>	<u>18</u>	<u>10-3-93</u>
<u>Thomas Maye Thomas MAYSE</u>	<u>30</u>	<u>10-3-93</u>
<u>Sarah L. Isak Sarah L. ISAAK</u>	<u>28 1/2 + 29</u>	<u>10-3-93</u>
<u>James J. Johnson JAMES J. JOHNSON</u>	<u>2</u>	<u>10-3-93</u>
<u>Lorenzo M. Ralph Lorenzo M. RALPH</u>	<u>3 1/2</u>	<u>10-3-93</u>
<u>Howard L. Kidman Howard L. KIDMAN</u>	<u>25/26</u>	<u>10-9-93</u>
<u>James N. Johnson James N. JOHNSON</u>	<u>6</u>	<u>10-11-93</u>
<u>E. Frank W. ... E. Frank W. ...</u>	<u>12, 13, 14, 15, 16</u>	<u>10-12-93</u>

STATE OF INDIANA,  
SS:  
COUNTY OF MORGAN,

The undersigned, hereby represents that the persons whose names and signatures appear above and who are known to be to be individuals described and who executed the foregoing amended declaration, did so of their own free will and in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of 11-3, 1993.

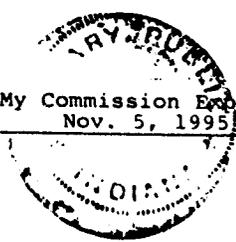
CHICAGO TITLE

Danna Johnson  
Danna Johnson

Subscribed and sworn to before me this 3rd day of November, 1993.

Betty M. Griffin  
Betty M. Griffin  
Notary Public of Morgan County

My Commission Expires:  
Nov. 5, 1995



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AMENDED DECLARATION OF CONDITIONS  
AND RESTRICTIONS OF PARADISE LAKE SUBDIVISION

SIGNATURE PAGE

The undersigned, being owners of lots in Paradise Lake Subdivision and desiring to ratify and accept the amended declaration of conditions and restrictions of Paradise Lake Subdivision, hereby agree to all the terms and conditions of said document and authorize this signature page to be attached to said amended declarations.

WITNESS the execution hereby by the undersigned as owner of the lot(s) indicated on the date so noted.

<u>NAME/SIGNATURE</u>	<u>LOT/NUMBER</u>	<u>DATE</u>
<u>Eddie Fox</u> EDDIE FOX OWNER	<u>3</u>	<u>9/27/93</u>
<u>Smith G. Ryan</u>		
<u>Judith A. Ryan</u>	<u>11</u>	<u>9-27-93</u>
<u>Robert H. Friderman</u>		
<u>Robert H. Friderman</u>	<u>7-8</u>	<u>10-1-93</u>
<u>Judi L. Seal</u>	<u>27 + 1/2 28</u>	<u>10-3-93</u>
<u>Judi L. Seal</u>		
<u>Alicia Nashold</u> <u>near Markel # 1</u>		<u>10-12-93</u>

STATE OF INDIANA,  
SS:  
COUNTY OF MORGAN,

The undersigned, hereby represents that the persons whose names and signatures appear above and who are known to be to be individuals described and who executed the foregoing amended declaration, did so of their own free will and in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of 11-3-, 1993.

Sharon L. Johnson  
Sharon L. Johnson

Subscribed and sworn to before me this 3rd day of November, 1993.

Betty V. Griffin  
Betty V. Griffin  
Notary Public of Morgan County

My Commission Expires: Oct 5, 1995





AMENDED DECLARATION OF CONDITIONS  
AND RESTRICTIONS OF PARADISE LAKE SUBDIVISION

SIGNATURE PAGE

The undersigned, being owners of lots in Paradise Lake Subdivision and desiring to ratify and accept the amended declaration of conditions and restrictions of Paradise Lake Subdivision, hereby agree to all the terms and conditions of said document and authorize this signature page to be attached to said amended declarations.

WITNESS the execution hereby by the undersigned as owner of the lot(s) indicated on the date so noted.

<u>NAME/SIGNATURE</u>	<u>LOT/NUMBER</u>	<u>DATE</u>
<u>Robert B Lange</u> <u>ROBERT B. LANGE</u>	<u>Lot 2, 1 &amp; 22</u>	<u>10-3-93</u>

STATE OF INDIANA, SS: RECEIVED BY NOTARY  
June 19 1995  
2:17 P.  
Dickie Kivett  
COUNTY OF MORGAN,

The undersigned, hereby represents that the persons whose names and signatures appear above and who are known to be to be individuals described and who executed the foregoing amended declaration, did so of their own free will and in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of 11-3-, 1993.

Dennis J. Johnson  
Notary Public

Subscribed and sworn to before me this 3rd day of November, 1993

Betty L. Griffin  
Betty L. Griffin  
Notary Public of Morgan County

My Commission Expires  
Nov. 15, 1995



## AMENDED BY-LAWS

## PARADISE LAKE, BLOCK-B, ASSOCIATION

SECTION I  
ORGANIZATION AND PROCEDURES

## A. BOARD OF GOVERNORS

The Board of Governors shall consist of four elected officers of the Association, elected for a period of one year.

## B. OFFICERS

The officers of the Association shall be President, Vice-President, Secretary and Treasurer. These officers shall be elected by a majority vote of the members attending the November meeting each year. At least one officer shall be a member from the smaller lake, unless all such members decline nomination.

All officers shall be responsible for enforcing the rules and regulations of the Association as reflected in the By-Laws. They shall also act on behalf of the Association in conducting the business of the Association.

1. PRESIDENT- The President shall preside at all meetings of the Association and shall be the general liaison officer between the members and the Association.
2. VICE-PRESIDENT- The Vice-President shall perform the duties of the President, in his absence. Should neither be present at a general meeting, a temporary chairman shall be elected to chair the meeting.
3. SECRETARY- The Secretary shall maintain a roster of members, keep minutes of all directors and general meetings, mail notices to the membership and conduct official correspondence.
4. TREASURER- The Treasurer shall collect dues and assessments and authorize payments as stipulated in Section V, Funding.

## C. BOARD MEETINGS

1. Meetings of the Board shall be held at their discretion, but at least one meeting must be held in preparation for each

general meeting.

2. A quorum of the Board, for the purpose of doing business, shall be three Board Members.

D. BOARD VACANCIES

If a vacancy occurs on the Board, the remaining Board members shall name a replacement within one month following the vacancy. If the vacancy is for the office of President, the Board members shall select a new President.

E. REMOVAL OF BOARD MEMBERS

A Board member can be removed from the Board only by a two-thirds vote of the membership. A replacement shall be elected by the membership at the same meeting.

F. NON-LIABILITY AND INDEMNIFICATION OF BOARD MEMBERS

No member of the Board shall be liable to the Association, any of its members, or any other person or persons for any claims of any character resulting from any actions taken or any failure to take action in good faith and believed to be authorized by these By-Laws or within the discretion or rights or powers conferred upon said Board member by these By-Laws. Each Board member shall be indemnified by the Association for expenses actually and necessarily incurred in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a member of the Board, except in relating to matters which shall be adjudged to be due to gross negligence or willful misconduct in the performance of his or her duties.

G. AMENDMENT OF BY-LAWS

1. Proposed changes in the By-Laws must be submitted to the Board not less than fourteen days prior to a general meeting of the membership. The notification of a general meeting of the membership shall include all proposed changes to the By-Laws which have been submitted prior to the general meeting.

2. The By-Laws of the Association can be amended by a two-thirds vote of the membership voting upon such issue. Absentee ballots may be submitted prior to the general meeting of the membership.

H. GENERAL MEETINGS OF THE MEMBERSHIP

There shall be a minimum of four general meetings of the membership each year, to be held the first Sunday in February, May, August and November. Other general meetings can be called at the discretion of the Board. A quorum shall consist of at least fifty

percent of the members in residence.

SECTION II

LOTS AND DWELLINGS

A. LOTS

1. All lots, plots and/or parcels in the subdivision shall be subject to the building and sanitation regulations contained herein.

2. All real estate contained within the subdivision shall be known and designated as residential real estate.

3. No individual lot may be further subdivided without written permission from the Association and in accordance with the Morgan County Planning and Zoning Ordinances.

4. All lots shall be reasonably maintained in a sightly manner. If an owner fails to clean or maintain brush, trees, debris, etc, the Board shall give notice in writing to the owner allowing thirty (30) days to clean the area. Failing clean up pursuant to the notice the Board may cause the area to be cleaned and shall charge the owner an assessment for the costs incurred, which amount shall become a lien upon the lot if not paid within thirty (30) days. Said charge being subject to lien, interest, costs of collection and other charges as provided in Section V, herein.

5. The discharge of firearms in the subdivision is prohibited except for rodent control and then restricted to shotguns or rifles utilizing birdshot.

B. DWELLINGS

1. No dwelling having square footage of less than twelve hundred square feet of living space may be constructed upon any lot or plot of land in the subdivision, except by prior approval in writing of the Association.

2. No hotel, boarding house, mercantile or factory building of any kind for commercial use, shall be erected or maintained within the boundaries of the subdivision, except by the written approval of the Association.

3. No tents, camping trailers, mobile homes of any kind are to be used as permanent or temporary residence upon any lot, except by written approval of the Association.

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4. No owner shall keep, possess or shelter any animals except household pets, without the written approval of the Association.

5. All residences shall be built and occupied as single family dwellings, only.

SECTION III

BUILDING AND SANITATION REGULATIONS

A. All dwellings and sanitation facilities shall conform to the ordinances and statutes of Morgan County and the State of Indiana.

B. Construction of all buildings shall be of new material, unless otherwise approved by the Building Control Committee.

C. Once a structure is started the outside shell must be closed and the site reasonably landscaped within one year and the exterior shall be completed within one year.

D. Placement of all structures shall not be less than five feet from any lot line and set back from the roadway easement shall be not less than thirty feet and twenty feet from private drives, unless exemption is granted in writing by the Building Control Committee.

E. No building shall be erected, placed or altered on any lot, plot or parcel until the building plans, specifications and plot plan have been approved in writing by the Board and a building permit has been obtained from the appropriate authority. No plan or exception shall be granted that will be less stringent than the Building Codes then in effect in Morgan County, Indiana.

F. The Board shall appoint a Building Control Committee of two which will be responsible for inspecting any new structure under construction to insure conformity to plans submitted and approved.

G. It shall be the sole responsibility of each lot owner of the subdivision to comply with the State and County Board of Health rules and regulations concerning sanitary facilities and insure that no sewage from an owner's lot is draining into the lake waters.

H. The Board shall appoint a Sanitation Committee of three, to conduct appropriate investigation to insure that the lake waters are not being polluted.

I. If the Sanitation Committee determines that the lake waters are being polluted by sewage, drainage or other pollutants, they shall notify the owner of the lot from which sewage

originates. The lot owner shall have thirty days to submit a written plan for correction for approval by the Committee. Reply will be submitted to the lot/home owner within ten days by the Committee.

J. If the lot owner fails to take appropriate action to correct a problem after being notified by the Sanitation Committee, the Committee shall notify the Board and the State and/or County Board of Health. The board shall notify the lot owner immediately in writing that the necessary repairs must be made within thirty days.

#### SECTION IV

#### WATER AREA

The following Rules and Regulations for the use of the water areas are for the benefit of all lot owners:

A. The water areas of the subdivision are restricted to rowboats, sailboats and canoes. There shall be no gasoline-powered craft. Electric motors with 12 volt battery (must be enclosed in waterproof container) with a maximum of 30 lb trust, are the only authorized motors which may be used.

B. All use of the water areas (boating, fishing, swimming, etc.) shall be strictly limited to Association members and their guests. Guest do not have to be accompanied by the member if they are swimming or fishing from the member's lot or using a authorized boat. The Association member is to be at all times responsible for the actions of guests.

C. All boats must have the owner's lot number or numbers displayed on both sides of the front of the boat in figures at least four inches in height. A maximum of two boats per lot owner may be docked on the lake.

D. Although the subdivision water areas are private, the boating laws of the State of Indiana shall be observed relative to safety. The Association shall not be responsible for any accidents occurring in and around the water areas.

E. No guests are permitted to launch their personal boats at any time except with the written or verbal approval of not less than two members of the Board.

F. In the interest of all property owners, the fishing regulations of the State of Indiana shall be observed at all times.

G. Docks shall not extend more than fifteen feet from the shoreline into the water. No more than one dock shall be allowed per lot owner. All docks shall be maintained in a safe condition

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and be of reasonably good appearance. All electrical connections on docks or in the water area must have ground fault interrupters.

H. Wells may be placed in the lakes along the shoreline by a lot owner, however the well shall not interfere with the adjacent property owner. All well areas shall be respected by lot owners and their guests. Water consumption from wells should be kept to a minimum during times of drought.

I. All lot owners shall be responsible to keep their shorelines reasonably free of debris.

J. The lakes are to be stocked with game fish yearly. The species and quantity for each lake to be determined by the members of the association. No individual stocking shall be allowed without prior written approval of the Association.

K. Anyone found deliberately contaminating or polluting the lake waters will be prosecuted by the Association.

L. The shoreline and/or lake bottom shall not be altered without written approval to be granted only after two-thirds vote of the members of the Association.

SECTION V

FUNDING

A. Ownership of a lot shall cause the owner to be a member of the association and require the payment of membership dues as follows:

\$50.00 for the general fund- due at or before the May general meeting.

\$50.00 for the emergency dam fund- due at or before the November general meeting.

Weed assessment and grass carp- total cost to be divided equally between the members, due at or before the November general meeting.

Additional assessments as may be levied upon an affirmative vote of two-thirds of members at a general meeting upon reasonable notice to the members.

B. The officers of the Association shall have the sole authority to authorize payments of the association. Any single expenditure of over \$500.00 for repairs, maintenance, legal fees or other operating expenses require approval by two-thirds of the members in good standing.

C. The treasurer shall furnish all members a semi-annual report consisting of a report of all income and disbursements.

D. Members shall be allowed one vote per ownership entity, ie husband and wife or other joint ownership, and members who are delinquent in dues and/or assessments shall have a voice in association affairs but shall not be entitled to vote.

E. Delinquencies- members delinquent in payment of dues and assessments for more than three (3) months, may at the discretion of the Board, be assessed an additional charge of 1 1/2% per month or 18% per annum until paid. Any member who is delinquent for more than six (6) months may have lien filed upon their lot and/or be taken to court for collection. All costs of collection, including reasonable legal fees, court costs, accruing interest, lien filing and release fees and/or other charges incurred shall be the responsibility of the delinquent member.

F. Upon sale of a lot all assessments and dues for the full year are due payable for the full calendar year of the transfer of title from the prior owner.

#### SECTION VI

#### MAINTENANCE

A. The Board shall appoint a maintenance committee of two which shall be responsible for identifying needed maintenance and repairs; recommending a method for meeting those needs; and accomplishing or coordinating approved maintenance projects.

B. The maintenance committee shall be responsible for posting and maintaining association signs. These signs shall include "No Trespassing", "No Fishing", "Private Drive", "No Parking", etc. and must be approved by the Board prior to posting.

C. Work Parties-

1. The Association shall hold eight (8) work parties per year These work parties will normally be held during the months between April and November of each year.
2. Each member is required to attend five (5) of the eight(8) work parties; a \$40.00 assessment shall be made for any one of the five (5) work parties missed.
3. A \$200.00 per year assessment shall be made against any member not attending any of the five (5) work parties held during the calendar year.
4. If a member is unable to attend one of the scheduled work parties they may make up any work session by

contacting the work party committee and agreeing to do assigned work at another time.

- 5. Assessment for unattended work parties are due thirty (30) days after the last scheduled work party of the year and subject to the collection procedures of Section V of these By-Laws.

SECTION VII

EASEMENTS

The Association grants, conveys, and warrants unto Johnson County R.E.M.C. of the State of Indiana and its successors the right forever to enter upon all streets, roads, drives or lots in the subdivision, together with the general right to bring feeder lines on or over lots in the subdivision at reasonably convenient points, but with the express stipulation that poles, anchors, and guys will be so placed as to least interfere with the normal use of lots in the subdivision and to be located as near the corners of said lots as is practical. The trimming of shrubbery and trees shall be kept to a minimum and to, as nearly as possible, preserve natural trees and shrubbery now upon said property and to only clear where there may be a direct interference with electric wires, poles or cables. No new trees or shrubbery shall be set under or within twenty feet of any electric wires, poles or cables.

SECTION VIII

ROADS

- A. The two (2) private drives shall be maintained by the Association.
- B. No parking shall be allowed on the dam.
- C. The Board shall contact the Morgan County Highway Department as required to insure that they properly maintain the county roads servicing the subdivision.

SECTION IX

PENALTIES FOR VIOLATION

- A. If deemed appropriate by the Board, violations of the By-Laws of the Subdivision shall be prosecuted by the Association in a civil court to restrain and/or enjoin the use of the facilities and/or to abide by the By-Laws.
- B. All violations of State Statutes or County Ordinances shall be prosecuted in an appropriate court.

C. Any person who destroys property belonging to the Association shall be prosecuted civilly and/or criminally if the destruction is willful. They shall further be responsible to the Association for the fair market value of the property so destroyed.

D. In the event that it is necessary for the Association to prosecute an action as provided herein, in the event that they are successful the member against whom the action is filed shall be responsible for the reasonable attorney fees incurred by the Association.

This instrument prepared by Phillip R. Smith, Attorney at Law.



CHICAGO TITLE

The undersigned, as Treasurer of Paradise Lake Association, Block B, do state that attached By-Laws have been approved by the Board of Governors of the Association and accepted by at least a two thirds vote of the membership of the Association.

Down I Johnson  
Printed: Down I Johnson

STATE OF INDIANA,  
COUNTY OF Morgan <sup>SS:</sup>

Before me, a Notary Public, in and for said County and State, personally appeared Down I Johnson who acknowledged the foregoing statement this 8th day of February, 1996.

RECEIVED FOR RECORD  
Feb. 12 1996  
3:20 P.M.  
Sickie Kivett  
MORGAN COUNTY RECORDER

F. Daniel [Signature]  
Printed: F. Daniel [Signature]  
Notary Public  
Residing in Morgan Co.

My Commission Expires:  
10/12/97



✓  
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03  
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MORGAN COUNTY RECORDER  
KAREN BRUMMETT 10P  
CSD Date 05/06/2004 Time 08:51:26  
RECORDING: 29.00  
I 200406845 Page 1 of 10

**AMENDED BY-LAWS**

**PARADISE LAKE, BLOCK-B, ASSOCIATION**

**SECTION I  
ORGANIZATION AND PROCEDURES**

**A. BOARD OF GOVERNORS**

The Board of Governors shall consist of four elected officers of the Association, elected for a period of one year.

**B. OFFICERS**

The officers of the Association shall be President, Vice-President, Secretary and Treasurer. These officers shall be elected by a majority vote of the members attending the November meeting each year. At least one officer shall be a member from the smaller lake, unless all such members decline nomination.

All officers shall be responsible for enforcing the rules and regulations of the Association as reflected in the By-Laws. They shall also act on behalf of the Association in conducting the business of the Association.

1. **PRESIDENT-** The President shall preside at all meetings of the Association and shall be the general liaison officer between the members and the Association.
2. **VICE-PRESIDENT-** The Vice-President shall perform the duties of the President, in his absence. Should neither be present at a general meeting, a temporary chairman shall be elected to chair the meeting.
3. **SECRETARY-** The Secretary shall maintain a roster of members, keep minutes of all directors and general meetings, mail notices to the membership and conduct official correspondence.
4. **TREASURER-** The Treasurer shall collect dues and assessments and authorize payments as stipulated in Section V, Funding.

**C. BOARD MEETINGS**

1. Meetings of the Board shall be held at their discretion, but at least one meeting must be held in preparation for each

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general meeting.

2. A quorum of the board, for the purpose of doing business, shall be three Board Members.

**D. BOARD VACANCIES**

If a vacancy occurs on the Board, the remaining Board members shall name a replacement within one month following the vacancy. If the vacancy is for the office of President, the board members shall select a new President.

**E. REMOVAL OF BOARD MEMBERS**

A Board member can be removed from the Board only by a two-thirds vote of the membership. A replacement shall be elected by the membership at the same meeting.

**F. NON-LIABILITY AND INDEMNIFICATION OF BOARD MEMBERS**

No member of the Board shall be liable to the Association, any of its members, or any other person or persons for any claims of any character resulting from any actions taken or any failure to take action in good faith and believed to be authorized by these By-Laws or within the discretion or rights or powers conferred upon said Board by these By-Laws. Each Board member shall be indemnified by the Association for expenses actually and necessarily incurred in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a member of the Board, except in relating to matters which shall be adjudged to be due to gross negligence or willful misconduct in the performance of his or her duties.

**G. AMENDEMENT OF BY-LAWS**

1. Proposed changes in the By-Laws must be submitted to the board not less than fourteen days prior to a general meeting of the membership. The notification of a general meeting of the membership shall include all proposed changes to the By-Laws, which have been submitted prior to the general meeting.
2. The By-Laws of the Association can be amended by a two-thirds vote of the membership voting upon such issue. Absentee ballots may be submitted prior to the general meeting of the membership.

**H. GENERAL MEETINGS OF THE MEMBERSHIP**

There shall be a minimum of two (2) general meetings of the membership each year, to be held the first Sunday in May and November. Other general meetings can be called at the discretion of the Board. A quorum shall consist of at least fifty

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percent of the members in residence.

SECTION II

LOTS AND DWELLINGS

A. LOTS

1. All lots, plots and/or parcels in the subdivision shall be subject to the building and sanitation regulations contained herein.

2. All real estate contained within the subdivision shall be known and designated as residential real estate.

3. No individual lot may be further subdivided without written permission from the Association and in accordance with the Morgan County Planing and Zoning Ordinances.

4. All lots shall be reasonably maintained in a sightly manner. If an owner fails to clean or maintain brush, trees, debris, etc, the Board shall give notice in writing to the owner allowing thirty (30) days to clean the area. Failing clean up pursuant to the notice the Board may cause the area to be cleaned and shall charge the owner an assessment for the costs incurred, which amount shall become a lien upon the lot if not paid within thirty (30) days. Said charge being subject to lien, interest, costs of collection and other charges as provided in Section V, herein.

5. The discharge of firearms in the subdivision is prohibited except for rodent control and then restricted to shotguns or rifles utilizing birdshot.

B. DWELLINGS

1. No dwelling having square footage of less than twelve hundred square feet of living space may be constructed upon any lot or plot of land in the subdivision, except by prior approval in writing of the Association.

2. No hotel, boarding house, mercantile or factory building of any kind for commercial use, shall be erected or maintained within the boundaries of the subdivision, except by the written approval of the Association.

3. No tents, camping trailers, mobile homes of any kind are to be used as permanent or temporary residence upon any lot, except by written approval of the Association.

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4. No owner shall keep, possess or shelter any animals except household pets, without the written approval of the Association.

5. All residences shall be built and occupied as single family dwellings, only.

SECTION III

BUILDING AND SANITATION REGULATIONS

A. All dwellings and sanitation facilities shall conform to the ordinances and statutes of Morgan County and the State of Indiana.

B. Construction of all buildings shall be of new material, unless otherwise approved by the Building Control Committee.

C. Once a structure is started the outside shell must be closed and the site reasonably landscaped within one year and the exterior shall be completed within one year.

D. Placement of all structures shall not be less than five feet from any lot line and set back from the roadway easement shall be not less than thirty feet and twenty feet from private drives, unless exemption is granted in writing by the Building Control Committee.

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I. If the Sanitation Committee determines that the lake waters are being polluted by sewage, drainage or other pollutants, they shall notify the owner of the lot from which sewage

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originates. The lot owner shall have thirty days to submit a written plan for correction for approval by the Committee. Reply will be submitted to the lot/home owner within ten days by the Committee.

J. If the lot owner fails to take appropriate action to correct a problem after being notified by the Sanitation Committee, the Committee shall notify the Board and the State and/or County Board of Health. The board shall notify the lot owner immediately in writing that the necessary repairs must be made within thirty days.

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- B. No parking shall be allowed on the dam.
- C. The Board shall contact the Morgan County Highway Department as required to insure that they properly maintain the county roads servicing the subdivision.

SECTION IX



PENALTIES FOR VIOLATION

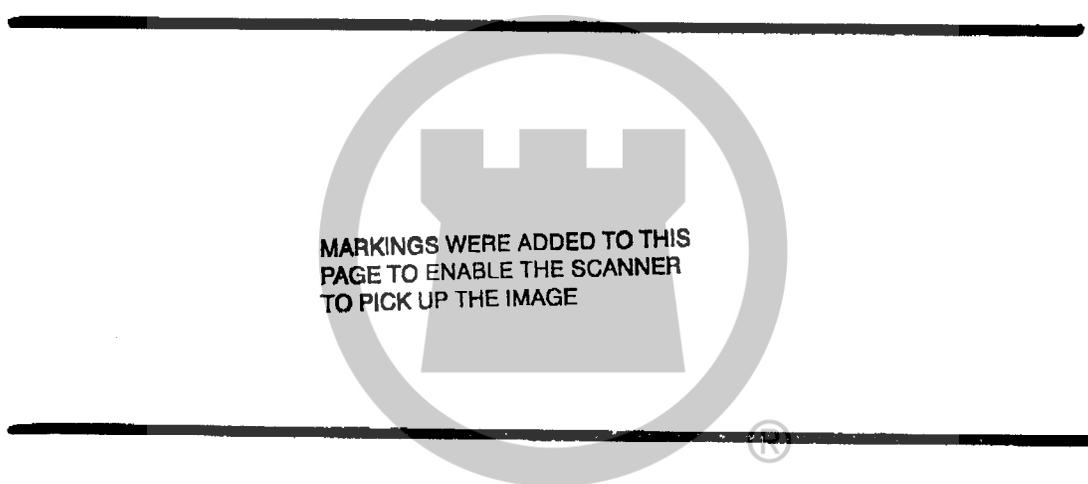
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C. Any person who destroys property belonging to the Association shall be prosecuted civilly and/or criminally if the destruction is willful. They shall further be responsible to the Association for the fair market value of the property so destroyed.

D. In the event that it is necessary for the Association to prosecute an action as provided herein, in the event that they are successful the member against whom the action is filed shall be responsible for the reasonable attorney fees incurred by the Association.

This instrument prepared by Phillip R. Smith, Attorney at Law.



CHICAGO TITLE

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