



- SCALE 1" = 30'
- ⊙ = STORM INLET
  - ⊗ = TRAFFIC CONTROL BOX
  - = CONCRETE BASE FOR SIGNAL POLE
  - ⊕ = TRAFFIC MANHOLE

DECLARATION OF MUTUAL EASEMENTS AND AGREEMENTS REGARDING NORWOOD WEST OFFICE COURT FROM FEBRUARY 22, 1993 SETTLEMENT AGREEMENT AND AMENDMENT TO DECLARATION OF MUTUAL EASEMENTS AND AGREEMENTS REGARDING NORWOOD WEST OFFICE COURT DATED JUNE 4, 2001

Lot numbered 184 in Norwood Section B, an addition to the city of Muncie, Indiana.

I hereby certify that to the best of my information, knowledge and belief the within plot represent a survey, executed according to survey requirements in 865 IAC 1-12-7 made under my supervision and completed on May 10, 2018.

*Haldon L. Ashton*  
 Registered Land Surveyor LS80040149  
 Haldon L. Ashton



Revisions		CONCEPTUAL LAYOUT FOR BUILDABLE AREA NW COR. OAKWOOD AVE AND MCGALLIARD ROAD MUNCIE, INDIANA	
Date:			
Reason:			
Date:			
Drawn: LNR Date: 5/9/18 Job: 2018241 Client: TOM RUTTER Crew: N/A Electronic Field Book Field Date: N/A IUPPS REF. #		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW (HALDON L. ASHTON).	375 West Washington Street, Muncie, IN 47302 PH: (317) 287-1234 FAX: (317) 287-1235 Email: info@ashtonsurveyors.com
			Sheet 1 OF 1



CODE OF BY-LAWS OF  
NORWOOD WEST OFFICE COURT ASSOCIATION, INC.

ARTICLE I.

Identification

Section 1.01 Identification. These are the By-Laws of Norwood West Office Court Association, Inc., hereinafter called the "Association", a corporation not for profit organized under the laws of the State of Indiana.

Section 1.02. Purpose. The purpose of the Association is to operate, maintain and renew the common areas belonging to the Members of the Association and to the Association.

Section 1.03. Principal Office. The post office address of the principal office of the Association is 420 West Washington Street, Muncie, Indiana, 47305.

Section 1.04. Keeping of Corporate Book and Records. The books of accounts, records, documents and papers of the Association shall be kept at its principal office.

Section 1.05. Fiscal Year. The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of each year.

Section 1.06. Applicability. All present and future owners, tenants, licensees, agents, employees and any other person that shall be permitted to use the common areas belonging to the Members and to the Association shall be subject to these By-Laws.

ARTICLE II.

Definitions

Section 2.01. Definitions as Used in These By-Laws.

(a). "Common areas" means the parking areas, entrances, exits, sidewalks and yard and landscaping surrounding the buildings owned by the Members and by the Association.

(b). "Common expenses" means all sums lawfully assessed against the Members by the Association for the operation, maintenance and renewal of the common areas.

(c). "Majority of Members" means that number of such Members eligible to cast 51% or more of the votes of the Members present at any meeting in person or by proxy.

(d). "Member" means the owner of a lot located in certain real estate in Delaware County, Indiana, as set forth in Article III herein.

(e). Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.



## ARTICLE III.

### Membership

Section 3.01 Membership. Membership in the Association shall be limited to the owners of the lots located in the following real estate in Delaware County, Indiana, to-wit:

Lot numbered 184 in Norwood, Section B, an addition to the City of Muncie, Indiana, and also lots numbered 185, 186, 187, 188, 189, 190, 191 and 192, and the east 40 feet of Lot numbered 193, all in Norwood, Section C, an addition to the City of Muncie, Indiana.

Section 3.02. Membership-Termination-Assignment. Every lawful transfer of title to a Member's property shall include a transfer of that owner's membership in the Association. Upon making such transfer, the membership of such owner shall automatically terminate.

If an owner should default on the terms of his mortgage and such default results in foreclosure thereof, the membership of such Member in the Association shall terminate and all of the rights, privileges and obligations of such owner's membership shall inure to the mortgagee and its assigns.

Except as provided in this Section, membership in the Association may not be assigned or transferred and any attempted assignment or transfer shall be void and of no effect.

## ARTICLE IV.

### Obligation of Members for Common Expenses

Section 4.01. Common Expenses. Each Member of the Association is liable for and obligated to contribute towards the common expenses of the Association in an amount determined by dividing the square footage of each member's building by the aggregate square footage of all buildings belonging to the Members of the Association.

Section 4.02. Waiver. No Member may exempt himself from contributing towards the common expenses of the Association by waiver of the use or enjoyment of the common areas or by the abandonment of the property owned by him.

Section 4.03. Payment. Each Member shall pay his share of the common expenses monthly on the first day of each month at the principal office of the Association.



Section 4.04. Failure to Pay. In the event that a Member shall fail to pay any assessment for the common expenses levied against him within ten days after the same shall become due, the Association shall be entitled to proceed to all remedies allowed by law.

Section 4.05. Lien Foreclosure. All common expenses chargeable to a Member shall constitute a lien against his property in favor of the Association. This lien may be foreclosed as in actions for the foreclosure of real estate mortgages; and in any such action the Association shall recover not only the amount due but also its reasonable expenses of the action including court costs and attorney fees.

The Association, in addition, may proceed personally against any delinquent Member for the recovery of a personal judgment against him.

Section 4.06. Liability of Purchaser. The purchaser of a lot shall be jointly and severally liable with the seller for the unpaid assessments owed at the time of the conveyance or transfer. The Association shall provide every purchaser upon his request a statement of such unpaid assessments and the liability of the purchaser shall be limited to such amount.

Section 4.07. Payment of Assessments from Sale Proceeds. Upon the sale, conveyance or other lawful transfer of title to a lot, all unpaid assessments for the common expenses of the Association shall either be paid out of the sales proceeds or shall be paid by the new owner of the lot.

## ARTICLE V.

### Meetings of Members

Section 5.01. Place of Meeting. All meetings of the Members of the Association shall be held at the principal office of the Association or at such other place as may be designated by the Board of Directors of the Association in the notice of such meeting.

Section 5.02. Annual Meeting. The annual meeting of the Members of the Association for the election of Directors, and for the transactions of such other business as may properly come before the meeting, shall be held at 4:00 p.m. on the third Monday in January of each year, if not a legal holiday, and if a legal holiday then on the next succeeding Monday that is not a legal holiday.

Section 5.03. Special Meetings. Special meetings of the Members of the Association may be called by the President, by the Board of Directors, or by the Secretary upon the presentation to him of a petition signed by a majority of the Members entitled to vote at such meeting.

Section 5.04. Notice of Meetings. A written notice, stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary to each Member of the



Association in good standing at such address as appears upon the records of the Association and delivered or posted at least 10 days but not more than twenty-one days before the date of any annual meeting, and at least five days but not more than ten days prior to the date for a special meeting.

Section 5.05. Waiver of Notice. Notice of any such meeting may be waived in writing by any Member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting, in person or by proxy, shall constitute a waiver of the notice of such meeting. Each Member who has waived notice of a meeting, or who personally attends or is represented at the meeting by a proxy, shall be conclusively presumed to have been given due notice of such meeting.

Section 5.06. Members' List. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the Members and their last known post office addresses. This list shall show opposite the name of each Member the address of the property owned by him, and the percentage of the common expenses allocated to him. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

Section 5.07. Voting at Meetings.

Clause (a) Voting Rights—General. Each Member in good standing shall have the right, at every meeting of the Association with respect to every matter to be voted upon, to cast one vote. In the event that a lot is owned jointly by two or more persons then only one such owner shall be entitled to cast the vote assigned to that particular lot.

Clause (b) Good Standing. A Member shall be deemed to be in good standing if he shall have paid fully all assessments for the common expenses of the Association levied against his lot together with all interest, costs, attorney fees, penalties and other expense, if any, properly chargeable to him and against his lot at least three days prior to the date fixed for such meeting.

Clause (c) Proxies. A Member may vote either in person or by proxy. Where voting is by proxy, the owner shall duly designate his attorney-in-fact in writing and deliver the same to the Secretary of the Association prior to the meeting. A proxy shall be valid for the specific meeting for which it is given, and it shall remain in effect for any postponement or recess of that meeting.

A proxy may be cancelled prior to its use by submission of a written statement filed with the Secretary or by the appearance in person of the Member at the meeting for which the proxy was given.

Clause (d) Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members of the Association eligible to cast at least 51% of the total vote of the Association shall constitute a quorum at any meeting of the Members. If at any meeting a quorum has not attended, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original



meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members.

Clause (e) Majority Decision. All decisions, except as otherwise expressly set forth in these By-Laws, shall require for passage the affirmative vote of Members eligible to cast a majority of the votes of the Association present at any meeting of the Association, in person or by proxy.

Section 5.08 Order of Business. The order of business at all meetings of the Members of the Association may be as follows:

- (a). Roll call.
- (b). Proof of notice of meeting or waiver of notice.
- (c). Reading of minutes of preceding meeting.
- (d). Reports of officers.
- (e). Reports of committees.
- (f). Election of Directors.
- (g). Unfinished business.
- (h). New business.
- (i). Adjournment.

## ARTICLE VI.

### Board of Directors

Section 6.01. Number and Qualifications. The Association shall be governed by a Board of Directors consisting of three Directors. Each Director shall be a Member of the Association.

Section 6.02. Election. The Directors shall be elected by a majority of the Members of the Association at the annual meeting of the Members or at any special meeting duly called for the purpose of electing Directors.

Section 6.03. Term of Office—Compensation. All Directors shall be elected to serve for a term of one year. Each Director shall continue to hold office until his respective successor has been chosen and qualified. Directors shall serve without compensation.



Section 6.04. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as may be determined by the Directors. Such meetings shall be held at the principal office of the Association or at such other place as a majority of the Board shall select.

Notice of a regular meeting shall be either delivered or mailed to each Director at least five days before the date set for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

Section 6.05. Special Meetings. Special meetings of the Board of Directors may be called by the President or by the Secretary upon the written request of at least three directors.

Notice of a special meeting shall either be delivered or mailed to each Director at least three days before the date set for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

Section 6.06. Waiver of Notice. Notice of any meeting may be waived in writing by any Director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance of any Director at any meeting shall constitute a waiver of the notice of such meeting.

Section 6.07. Quorum. A majority of the actual number of Directors elected and qualified shall be necessary to constitute a quorum. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors and binding upon the Association.

Section 6.08. Vacancies. If the office of any Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors at a regular or special meeting called for such purposes shall choose a successor who shall hold office for the unexpired term for which his predecessor was elected.

Section 6.09. Removal. Directors may be removed with or without cause by the affirmative vote of Members eligible to cast 67% of the votes of the Association present in person or by proxy at any meeting of the members duly called for such purpose.

## ARTICLE VII.

### Duties and Powers of Directors

Section 7.01. Duties and Powers of Directors. The business of the Association shall be managed by the Board of Directors. The Board shall exercise all of the powers of the Association, subject to the restrictions imposed by the Articles of Incorporation of the Association and these By-Laws.



In the performance of its duties as the administering body of the Association, the Board of Directors shall have and may exercise such powers and duties including, but not limited to, the following:

Clause (a). To have authority over the operation, maintenance, renewal, replacement, care, upkeep and protection of the common areas belonging to the Members of the Association and to the Association.

Clause (b). To allocate the common expenses of the Association to each Member in the same ratio by which the square footage of each Member's building bears to the aggregate square footage of all of the buildings of the Members belonging to the Association.

Clause (c). To require all officers and employees of the Association responsible for the funds of the Association to furnish adequate fidelity bonds with corporate sureties satisfactory to the Board of Directors. The premiums on such bonds shall be paid by the Association as part of the common expenses.

Clause (d). To pay all taxes and other assessments levied or assessed against the property of the Association.

Clause (e). To employ a manager for the Association who shall perform such duties and services as the Board may lawfully designate.

Clause (f). To enter or cause to be entered any building when deemed necessary for the operation, maintenance, repair, renewal or protection of any of the common areas and facilities or to prevent damage to any other Member's building.

Clause (g). To collect all assessments, including delinquent assessments, for the common expenses of the Association as shall be fixed in accordance with these By-Laws and to enforce the payment and collection thereof by appropriate legal action.

Clause (h). To abate nuisances and enforce observance of the rules and regulations relating to the Association by injunction or other legal means as the Board may deem necessary or appropriate.

Clause (i). To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board.

Clause (j). To cause such checking, savings and other bank accounts to be established and opened as the Board of Directors may deem appropriate.

Clause (k). To cause an appropriate review of the books and accounts of the Association to be made by a competent, certified public accountant at the end of each fiscal year and at such other times as may be deemed necessary. The Board of Directors shall also prepare at the end of each fiscal year and furnish to the Members a report of the business and affairs of the Association showing its transactions and reflecting fully and accurately its financial condition.



Clause (l). To keep detailed books of account, in chronological order, of the receipts and expenditures of the affairs of the Association.

Clause (m). To formulate and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of the common areas and to amend the same from time to time as the Board may deem necessary or appropriate. These rules and regulations shall be binding on the Members and occupants of each lot, their successors and assigns. A copy of such rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Member promptly upon the adoption thereof.

Clause (n). To keep the property of the Association insured for the benefit and protection of the Association and the Members, as their interest may appear, in amounts equal to their maximum insurable values, as determined annually by the Board of Directors.

Clause (o). The Board of Directors shall also maintain public liability insurance insuring the Association and its Members and employees against liability for any negligent act or commission or omission attributable to the Association or any of its Members or employees and which occurs on or in any of the common areas of the Association. The Board shall also maintain such other insurance as will protect the interest of the Association, its employees, its Members and mortgagees. All such insurance premiums shall be paid by the Association as common expenses.

Section 7.02. Committees. The Board of Directors may, from time to time, establish such committees as may assist the Board in the performance of its duties.

## ARTICLE VIII.

### Officers

Section 8.01. Number of Officers. The officers of the Association shall consist of a President, Vice-President, Secretary, and a Treasurer and such other subordinate officers as the Board may appoint. The duties of the Secretary and Treasurer may be combined and exercised by one person.

Section 8.02. Election and Term of Office. The officers shall be chosen annually by the Board of Directors. Each officer shall hold office until his successor is chosen and qualified, or until his death, resignation, or removal.

Section 8.03. Removal. Any officer may be removed, either with or without cause, at any time, by the vote of a majority of the members of the Board of Directors at any meeting called for that purpose.

Section 8.04. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect at the time specified therein.



Section 8.05. Vacancies. Whenever any vacancy shall occur in any office by reason of death, resignation, removal, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office during the remainder of the term for which his predecessor was elected.

Section 8.06. Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred by them in the discharge of their duties.

Section 8.07. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board of Directors. The President shall be a member of the Board of Directors and shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the Members to assist him in the conduct of the affairs of the Association.

The acts and deeds of the President shall be subject to review and approval by the Board of Directors.

Section 8.08. The Vice-President. The Vice-President shall perform the duties incumbent upon the President during the absence or disability of the President, and shall perform such other duties as these By-Laws may require or as the Board of Directors may prescribe.

Section 8.09. The Secretary. The Secretary shall attend all meetings of the Board of Directors and the Members of the Association and shall record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committee when required. He shall have charge of the minute book and such records and papers as the Board shall direct. He shall perform all duties incident to the office of the Secretary including the sending of notices of meetings and such other duties as may be prescribed by these By-Laws, the Board of Directors or the President.

Section 8.10. The Treasurer. The Treasurer shall have responsibility for the funds of the Association and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys, checks and other valuable effects in the name and to the credit of the Association in such bank accounts as may from time to time be designated by the Board of Directors. He shall render to the President and Directors at regular meetings of the Board an account of his transactions as Treasurer and of the financial condition of the Corporation.

## ARTICLE IX.

### Indemnification of Officers and Directors

Section 9.01. Indemnification. The Association shall indemnify every Director and officer, his heirs, executors and administrators, against loss, costs and expenses, including attorney fees, reasonably incurred by him in connection with any action, suit or proceeding



to which he may be made a party by reason of his being or having been a Director or officer of the Association except as to matters as to which he shall be adjudged finally in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by legal counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses provided, however, that nothing in this article shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

## ARTICLE X.

### Common Expense Budget

Section 10.01. Common Expense Budget. The Board of Directors of the Association shall prepare and adopt prior to the beginning of each fiscal year a proposed budget for the common expenses of the Association for the ensuing fiscal year. A copy of such proposed budget shall be sent to each Member prior to the annual meeting of the Association.

The proposed common expense budget shall be submitted at the annual meeting of the Association for adoption, and upon its adoption shall constitute the common expenses of the Association for the ensuing fiscal year, for the payment of which each owner is obligated to contribute in the share and amount as determined by these By-Laws.

At the annual meeting of the Association, the budget so prepared may be approved in whole or in part or may be amended in whole or in part.

Section 10.02. Additional Common Expenses. The Board of Directors may increase the amount of the common expenses whenever they determine that it is necessary to do so in order to meet increased operating or maintenance costs, or because of emergencies; however, all such increased or special assessments shall be made or levied against each Member in the same proportion as the common expenses had been previously allocated.

## ARTICLE XI.

### Special Association Acts, Negotiable Instruments, Deeds, Contracts and Stock

Section 11.01. Execution of Negotiable Instruments. All checks, drafts, bills of exchange and orders for the payment of money of the Association shall be signed by one of the following officers: the President, Vice-President, Secretary or Treasurer; and the Board of Directors may designate any employee or employees of the Association, in addition to those officers named above, who may, in the name of the Association, execute checks,



drafts, bills of exchange and orders for the payment of money by the Association or on its behalf.

Section 11.02. Execution of Deed, Contract, Etc. All deeds, notes, bonds, and mortgages made by the Association and any other written contracts and agreements to which the Association shall be a party shall be executed in its name by the President or the Vice-President and the Secretary shall attest the execution thereof.

Section 11.03. Depositor of Corporation Funds. \_\_\_\_\_ is designated as the depository of the funds of the Association. The Board of Directors may, from time to time, change such depository and authorize the President and Treasurer to execute deposit agreements in accordance therewith.

## ARTICLE XII.

### Dissolution

Section 12.01. In the event it shall be deemed advisable and for the benefit of the Members of the Association that the Association should be dissolved, the Board and the Members shall proceed in accordance with the procedures concerning dissolution set forth in the Indiana Not-For-Profit Corporation Act.

## ARTICLE XIII.

### Amendments to By-Laws

Section 13.01. These By-Laws may be amended from time to time by the affirmative vote of Members eligible to cast not less than 67% of the total vote of all Members of the Association, in person or by proxy at any meeting duly called by the Association.