

## **BYLAWS**

### **PINE ISLAND RIDGE COMMUNITY ASSOCIATION, INC.**

**Revised September, 2019**

#### **ARTICLE I**

##### **NAME**

Section 1. The name of this not-for-profit corporation organized under the laws of the State of Indiana is "Pine Island Ridge Community Association, Inc.".

#### **ARTICLE II**

##### **PURPOSES**

Section 1. To provide a not-for-profit corporation under the laws of the State of Indiana for the purpose to insure high standards of maintenance, use and operation of all property in Pine Island Ridge which is for the common use of all residents and owners of property therein.

Section 2. To promote the health, safety and welfare of the residents of Pine Island Ridge, single family residential development.

Section 3. To insure the provisions of services and facilities of common benefit, including but not limited to publication and distribution of a newsletter.

Section 4. In general to maintain and promote the desired character of Pine Island Ridge and other properties heretofore or hereafter subject to the Protective Covenants governing this land.

Section 5. To provide for the management of the affairs of the Association.

Section 6. To adopt and enforce reasonable rules and regulations applicable to the use of a common area.

#### **ARTICLE III**

##### **DEFINITIONS**

Section 1. The following terms, unless the context requires otherwise, shall have the following meaning when used in these Bylaws.

- A. "Declaration and "Protective Covenants" shall mean the instrument entitled "Declaration of Protective Covenants, Restrictions and Easements dated the 1st day of **December 1975** and recorded in Lake County, Indiana on **February 3, 1976** as Document Number **336203** and recorded on **December 13, 1978** as Document Number **506974**.
- B. "Subdivision" and "Pine Island Ridge" shall mean the real estate described in Clause 1, Section 2 of the Declaration.
- C. "Association" shall mean the Pine Island Ridge community Association, Inc., a not-for-profit corporation organized to perform the functions of the Association.
- D. "Dwelling" shall mean a residential housing structure which, as originally constructed, is integrated and designed for use exclusively as living quarters for one family.
- E. "Lot" shall mean a parcel of land in this subdivision, under common fee ownership, which may or may not coincide with a lot of record, occupied by or intended for occupancy by one dwelling and having frontage upon a street.
- F. "Owner" shall mean and refer to a record owner, whether one or more persons or entities, of a fee simple title or color of title to any Lot.
- G. "Member" shall mean and refer to every person or entity who holds membership in the Association.

- H. "Board" shall mean and refer to the Board of Directors of the Association.
- I. "Resident Member" shall mean an owner who makes his domicile in the subdivision.
- J. "Non-resident Member" shall mean an owner who makes his residence at such place other than a dwelling in the subdivision.
- K. "Common Expense" shall mean all sums incurred, expended or proposed to be expended for the purpose of carrying out, protecting, performing or implementing the required or permitted activities of the Board of Association hereunder, or which are for the benefits of the owners.
- L. "Proportionate Share" shall mean that amount of the common expenses for which each owner is liable.
- M. "Natural Person" shall mean a human being, naturally born, versus a legally generated juridical **person**.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every owner of a lot shall become and be a member in the Association. Each owner shall, by accepting a conveyance of ownership, be a member of the Association, and thereby succeed to the rights and become subject to the obligations of a Member of the Association whether or not reference is made thereto in the instrument of conveyance or any other document of ownership: Provided that when title to a lot is in more than one person, such co-owners shall be entitled to one membership, as co-members.

Section 2. Classes of Members. Members shall consist of two classes.

- A. Resident: each of whom shall have full and complete rights and preferences of membership.
- B. Non-resident: each of whom shall have full rights and preferences of membership, except as otherwise stated herein.

Section 3. Voting Rights of Members.

- A. Each member shall be entitled, unless otherwise provided for, to one vote for each lot owned by that member, provided that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote for each lot so owned.
- B. Any corporation which shall vote by an officer, director, or other agent shall provide the Secretary with the following in regard to such person voting for the corporation (a) a certified copy of a valid resolution of the Board of Directors designating such person to vote, a statement of the issues upon which such person is authorized to vote, and the manner of voting on specific issues stated on the agenda; or (b) a certified copy of the Bylaws of the corporation authorizing such person to vote in a manner not requiring specific approval of the Board of Directors of such corporation. The documents shall be supplied to the Secretary not less than 14 days prior to the meeting to which the designation applies.
- C. In the case of a lot or lots owned in Trust, the Trust agreement shall control. The Secretary of this corporation shall be provided verification.
- D. Proxy voting is permitted only when the following conditions are met:
  - 1. The issue is to be voted upon at any meeting of the Association;
  - 2. The holder of the proxy shall be a resident of Pine Island Ridge as well as a member of the Association;
  - 3. The giver of the proxy shall be a resident member;
  - 4. The proxy designation shall be made in writing to the Board and shall not have been changed by actual notice to the Board of Directors by the owner.
- E. Members who are delinquent in payment of an Association assessment shall have no right to vote, unless such delinquency is paid in full within seven (7) calendar days prior to any meeting.

Section 4. Transfer of Membership. Transfer of ownership of a lot by sale, gift, inheritance or otherwise shall result in transfer of Association Membership to the new owner.

## **ARTICLE V**

### **RESTRICTIONS AS TO USE AND OCCUPANCY**

Section 1. Use. The lots and improvements thereon shall be used and occupied so as not to conflict with the Declaration of Protective Covenants of Pine Island Ridge Subdivision.

Section 2. All lots shall be mowed, along with their respective parkways, so as to maintain a height no greater than ten inches during the months of May, June, July, August and September. Unimproved lots with more than seven trees shall be so mowed from the tree line to the street. The Owners of each lot are responsible for this maintenance. ***Failure to so maintain shall permit and authorize the association to enter upon the lot and to undertake such maintenance and, further, shall subject the owner to a special assessment for the cost.***

Section 3. No initial structural improvements to real property in ***Pine Island Ridge*** shall be commenced, erected or maintained without prior approval of the improvements by the Association's Architectural Review Committee.

***Section 4. Covenants.....Violations. The Association shall send an initial certified letter to any homeowner who is in violation of the covenants, notifying said homeowner of said violation and establishing a time frame in which the violation must be abated. If no action is taken by said homeowner, the Association shall turn the matter over to the legal counsel for remedial action against said homeowner.***

## **ARTICLE VI**

### **ADMINISTRATION AND MANAGEMENT**

Section 1. The business affairs of the Association, its operations, the maintenance and repairs to common areas and improvements thereon shall be the responsibility of the Association. In the performance of this responsibility, the Association may delegate the Board of Directors such powers and authority as are more fully set ***forth*** in these Bylaws.

Section 2. The powers and duties of the Association shall be as stated in the Declaration of Protective Covenants of Pine Island Ridge Subdivision.

## **ARTICLE VII**

### **MEETINGS OF THE ASSOCIATION**

Section 1. Annual Meeting. There shall be an Annual Meeting of the Voting Members in October of each year in the subdivision, or at such other reasonable place or time as may be designated by written, electronic or public notice of the Board of Directors delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting. At each Annual Meeting of Voting Members, the Voting Members shall, by a majority of the total votes present at any such meeting, elect Board members as required, and transact such further or other business as shall properly be brought before the meeting.

Section 2. Special Meetings. Special Meetings of the Voting members may be called at any time for the purpose of considering matters which, by the terms of these Bylaws, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written, electronic or public notice (unless waived in writing) authorized by a majority of the Board, or by 50 Voting Members, and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3. Notice of Meetings of Voting Members. Notice of meetings required to be given herein may be delivered either personally, electronically or by mail to the person entitled to vote there at, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the lot with respect to which the voting right appertains, if no such address has been given to the Board.

Section 4. Quorum and Procedure. The presence at any meeting of Voting Members shall constitute a quorum. Any Voting Member may waive notice, in writing, of any meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association with a meeting.

Section 5. Minutes. Minutes of each Annual or Special Meeting shall be posted on the PIRCA website (pineislandridge.org) for the benefit of its members.

## **ARTICLE VIII**

### **BOARD OF DIRECTORS**

#### **ESTABLISHMENT, QUALIFICATION, TERM AND POWERS AND DUTIES**

Section 1. Establishment. The Association establishes a Board of Directors to be elected from and by the Association and delegates to the Board all powers, duties and responsibility to manage and administer the affairs of the Association.

Section 2. Qualification. Each member of the Board shall be a resident member and natural person. Any such resident member is limited to one seat on the Board.

Section 3. Term of Office. The term of office shall be four (4) directors elected each year, for a term of three (3) years. After two full terms a person may not be reelected to the Board until ***said person*** is off the Board for one (1) year. The inability to be reelected shall be waived if there is insufficient interest in the community to fill the vacated Board positions. However, if sufficient interested parties are available for office, Board members that have served full terms shall step aside for new members.

Section 4. Powers.

- A. To exercise for the Association all ***powers of directors adopted February 16, 1993*** and authority vested in or delegated to the Association, not reserved to the Association by these Bylaws or by statute, and to exercise all powers necessary, covenant or expedient to fulfill the duties stated in Section 5 of this Article.
- B. To adopt and publish rules and regulations governing the use of the common areas and maintenance of unimproved lots.
- C. To declare the office of a member of the Board vacant, due to repeated absences or inability to serve, by the vote of 2/3 of the members of the Board.
- D. To fill vacancies on the Board by a 2/3 vote of the Board until the next Annual Meeting at which time a special election will be held to fill such vacancy.
- E. To contract such person or entities as the Board deems necessary, covenant or expedient to accomplish the purpose of this Association or to exercise the powers granted to it.
- F. 1. The Board of Directors may take, but shall not be required to take, any action deemed by it to be necessary, expedient or covenant, in regards to the following matters:
  - a. Collect, or seek to collect, any general or special assessment;
  - b. Defend any lawsuit or other proceeding in which the Association, the Board of Directors, or any Association Officer or individual member of the Board of Directors in his or her official capacity, is a designated part against whom liability is sought to be imposed, or any action or withholding of action is sought to be compelled;
  - c. Settle any lawsuit or other proceeding in a manner not requiring payment by the Association or the Board of Directors of amounts beyond those currently available for such payment;
  - d. Emergency action necessary, covenant or expedient to the Association or its property;
  - e. Proceed in any manner in any lawsuit or other proceedings when such action will not result in either the incursion of legal fees or other expenses by the Association, or the imposition of liability upon

the Association, the Board, or any of its members for legal fees or expenses. This subparagraph shall not limit the Board's authority to act as set forth in subparagraphs a. through d. above.

2. Prior to initiation of any litigation other than that provided for in paragraph 1. of this section, of the settlement of any lawsuit or other proceeding in a manner requiring payment from funds of the Association in excess of those currently available for such payment, the Board shall present the matters to the membership at a general or special meeting. Unless 2/3 of the members present disapproval, by vote to be taken at such meeting, of such proposed litigation or settlement, the Board shall proceed in its discretion in regard to such action. For the purposes of this paragraph and the voting provided for hereunder, each member shall be entitled to only one vote, regardless of the number of lots owned by that member.

- G. To publish and distribute a newsletter to members.

#### Section 5. Duties.

- A. To cause to be kept a complete record of all Association and Directors meetings, and of all by the Board, which records shall be available to the owners upon request at reasonable times;
- B. To supervise all officers and agents of the Association and to verify that their duties are properly performed;
- C. To cause anyone under control of the Association receiving or disbursing funds of the Association to be bonded;
- D. To declare the amount of the regular annual assessment as provided in Article XII herein and to notify the owners of the amount of the assessment prior to the date it is due;
- E. To declare the amount of any special assessment as provided in Article XII herein and to notify the owners of the due date and of such special assessment;
- F. To arrange for the collection of all regular and special assessments. The Board is authorized to take business-like collection methods, including legal process, to collect delinquent amounts;
- G. To procure and maintain all forms of insurance that the Board deems necessary;
- H. To set standards of maintenance and see to it that all repair and maintenance is properly and promptly performed;
- I. To prepare a proposed annual budget covering all probable items of expense during the next fiscal year for approval by the Association and to send (either by mail or electronic mail) a copy of such budget to each owner with the notice of the Annual Meeting;
- J. To review and approve any expenditure in excess of the budget allocation for a specific line item. Budget over-runs of any line item in excess of 50% of the budget for that line item, must be approved by the Association;
- K. To take any action as may be necessary to comply with directives from any state, county or federal or other governmental authority, or any of their respective authorized agents having jurisdiction over the Association or its property;
- L. To establish and appoint such committees to, as it deems appropriate, outlining their duties and providing for their reports back to the Board;
- M. To report to a mortgagee of any lot, upon his request, the amount of any unpaid assessment due from the owner.

Section 6. Determination of Board to be Binding. Notwithstanding that the words Board and Association may in some instances be used interchangeably in various sections of these Bylaws, matters of dispute with respect to interpretation or application of the provisions of these Bylaws shall be determined by the Board, which determination shall be final and binding on the Association and all of the owners.

Section 7. Exceptions. The Board may grant an exception when a literal interpretation of the Bylaws may produce a hardship or an unreasonable result, provided the spirit and intent of the Bylaws is preserved. Any grant of an exception shall be placed upon the agenda at the next meeting of the Association and may be terminated by a majority vote of the Association. In order to appeal a decision of the Board, the aggrieved party shall secure 300 signatures of resident members to place his grievances on the agenda of a meeting of the Association.

## **ARTICLE IX**

### **BOARD OF DIRECTORS NUMBER, NOMINATION AND ELECTION**

Section 1. Number of directors. The Board shall consist of a minimum of five, but not more than twelve directors.

***Section 2. Nominating Committee. Not less than sixty days prior to the Annual Meeting, the Board by majority vote shall designate a nominating committee of three Association Members. The committee shall make as many nominations as the Board shall direct. The names of the nominees shall be provided to the Association Membership by mail, personal delivery, or electronically at least fifteen (15) days prior to the Annual Meeting. Nominations may also be made by a petition signed by ten (10) or more association members which shall be delivered to the Secretary in person or by mail not less than thirty (30) days before the Annual Meeting. When such nominations are made by petition, the names of such nominees, shall be included in a notice to be delivered to members at least fifteen (15) days prior to the Annual Meeting. In the case where the nominating committee cannot find sufficient nominations for the board, nominations can be taken from the floor of the annual meeting upon approval of a motion to accept such nominations. ADOPTED ON FEBRUARY 16, 1993.***

***Section 3. Election of Board of Directors. The elections of the Directors shall be held at a legally constituted Annual Meeting at which a quorum is present. If there is no contest, vote shall be taken by a voice vote or show of hands, from members qualified to vote. If there is a contest, the vote will be taken by secret ballot. Any person(s) in an uncontested vote shall be declared elected. In a contested vote, the person(s) receiving the highest number of votes shall be declared elected.***

Section 4. Term of directors. Each Director shall have a term of three (3) years, commencing immediately upon election.

Section 5. Compensation. No compensation shall be paid to a Director for services in such capacity.

Section 6. Limits of Liability. A Director shall not be liable to the Association for any mistakes of judgments, acts or commission or omission, negligence or otherwise, except for individual willful misconduct or bad faith. The Directors shall have no personal liability with respect to any contract or debt made by them on behalf of the Association. Every agreement made by the Board, or any person charged by the Board or the Association with administrative or managerial responsibility, shall provide that the Board, the managerial or administrative persons are acting only as agents of the Association and shall have no personal liability thereunder.

## **ARTICLE X**

### **BOARD OF DIRECTORS MEETINGS, NOTICE, WAIVER OF NOTICE & QUORUM**

Section 1. Meeting of the Board. An Annual Meeting of the Board shall be held immediately following each annual meeting of the voting members and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board not less than forty-eight (48) hours notice to each Board member. Any Board member may, in writing, waive notice of a meeting, or consent to the holding of a meeting (in which event unanimous consent of all Board members shall be required). A simple majority of members of the Board shall constitute a quorum, and determinations of the Board shall be binding upon the affirmative vote of a simple majority of the votes then available in person and proxy at any meeting at which a quorum is present, except as provided in Article XV, and hereinabove for consent to meeting. The presiding officer shall have the privilege to vote without relinquishing the chair. Voting may be in person or by proxy in a form accepted by the Board.

Monthly meetings shall be held by the Board every third Monday of the month, at a time and place indicated on the PIRCA web site (PINEISLANDRIDGE.ORG).

## ARTICLE XI

### **BOARD OF DIRECTORS**

#### **OFFICERS: ELECTION, COMPENSATION, DUTIES, REMOVAL AND VACANCIES**

Section 1. Election of Association Officers by Board. At the next monthly board meeting following the annual meeting, the Board shall elect a President, Vice President, Secretary and a Treasurer. The president shall be a member of the Board of Directors. All officers shall be Members and shall serve until the next Annual Meeting of the Board or until their successors are elected and qualified. **All records held by outgoing officers of the Association shall be turned over to the newly elected incoming officers no later than one (1) week after the newly elected officers start their term.**

Section 2. Compensation of Officers. No compensation shall be paid to an officer for services in such capacity.

Section 3. Removal from Office. Any Board Member may be removed from office as provided by state law, at any Special Meeting called for such purpose. Any officer may be removed from office by the affirmative vote of a majority of the members of the Board at a Special Meeting of the Board called for such purpose. **Any board member who does not attend the monthly meeting on a regular basis, unless there are mitigating circumstances, will be eligible to be removed from the board after a preset number of meetings missed. This number shall be set at four (4) meetings missed for their calendar year, commencing with the month said board member takes his/her seat on the board. New board members will be appointed to fill the vacant opening left by the removal of said board member. The new member shall serve for the remainder of the removed member's term. Any board member who is removed from the board, for any reason, shall not be allowed to serve on the board for a period of one (1) year from the date of his/her removal. Any board member who is removed from serving as an officer of the board, for any reason, shall not be allowed to serve as an officer of the board for a period of one (1) year from the date of his/her removal from office.**

Section 4. Vacancies. Vacancies of an office shall be filled by the Board of Directors. In case of a vacancy in the Presidency, the Vice President will serve until the next regular meeting of the Board. Vacancies shall be filled only until the expiration of the term.

Section 5. Duties of President. The President shall be chief executive officer of the Association and shall preside at all meetings of the Association and the Board. He shall have all powers and duties usually vested in this office including but not limited to the appointment of the Committees from Association Members. He shall call a Special Meeting of the Association as requested by the Board or the Association pursuant to the terms of these Bylaws.

Section 6. Duties of the Vice President. The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. He shall also perform such other duties as shall be imposed on him by the Board or the Association.

Section 7. Duties of the Secretary. The Secretary shall keep the minutes of all Board and Association Meetings and shall have charge of such books, records, correspondence and papers as the Board may direct, and in general shall perform duties incident to the office of Secretary. Further, the Secretary shall keep at all times a complete and accurate list of all members entitled to vote by the Articles of Incorporation and Bylaws which may be inspected by any member, for any purpose related to the business of the Association, at any reasonable time.

Section 8. Duties of the Treasurer. The Treasurer shall have the responsibility for Association funds and for keeping full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies in the name and to the credit of the Association in such depositories as may be designated by the Board and where practical, in interest bearing accounts. He may delegate the actual performance of these duties to a designee, with the concurrence of the Board but the responsibility for the account and distribution of funds shall remain with the Treasurer. Further he shall be bonded in an amount deemed sufficient by the Board. Responsibility for collecting assessments shall be the Treasurer, in behalf of the Association.

## **ARTICLE XII**

### **ASSESSMENTS**

Section 1. Common Expenses. Prior to the Annual Meeting, the Budget Committee will calculate the total amount to pay the costs of materials, equipment, improvements, additions, insurance, services and supplies which will be required or incurred during the ensuing fiscal year for the performance of all services and other undertakings required or permitted herein and to be charged as common expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The Board shall review said estimate, make any changes it deems appropriate and shall notify each owner in writing as to the amount of such estimates with reasonable itemization of the categories or composition thereof, and the Assessments share of each lot.

The budget and proposed assessment shall be presented to the membership for vote at the Annual Meeting. An assessment shall not be valid and enforceable unless favorably voted upon by a majority of those voting at the Annual Meeting. Each owner shall be assessed an equal share of said budget.

On or before the date of the Annual Meeting, the Board shall make available to all members an itemized accounting of all expenditures ***due, common expense*** for the proceeding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the assessment previously voted as well as the past due and unpaid assessments, and showing the net amount over or short of the actual payments, plus reserves. Each owner is then responsible for assessments hereunder shall be credited with his equal share of any amount accumulated in excess of the amount required for actual costs, expenses, and reserves pro tanto against the next annual payment due from such owner under the current year's budget, until exhausted, and a proportionate share of any net shortage shall be added to and apportioned over the installments next due for such owner.

Section 2. Special Assessments to Owners. Special assessments made against particular owners shall be due and payable within thirty (30) days after notice by the Board to an owner, specifying the amount and nature thereof. The Board shall have all rights and remedies with respect to non-payment and collection of any such special payment as is provided herein for assessment may be levied without affirmative vote of two-thirds (2/3) of the Board.

Section 3. ***The board will follow these steps when collecting assessments from all homeowners of Pine Island Ridge Community Association:***

- 1. Initial mailing or electronic mailing of assessment notice will be sent on or before January 15 to all homeowners, due date being January 31<sup>st</sup>.***
- 2. A second reminder assessment mailing will be sent on or before February 15 to those homeowners with unpaid assessments, either by mail or electronic mail if available.***
- 3. A final mailing will be sent on or before March 15 to those homeowners who remain delinquent in their assessments, this mailing will be by USPS mail.***
- 4, If no response is forthcoming from homeowners sent letters by April 15, all delinquent accounts will be turned over to the Association lawyer. The Association lawyer will pursue the collection of delinquent assessments plus all costs accrued relative to the collection of said homeowner's assessments. Such costs to include interest, at the prime rate plus two percent, mailing costs, all court cost, etc...***

## **ARTICLE XIII**

### **DUTIES AND RESPONSIBILITIES OF OWNERS**

Each Owner shall have the duty to:

Section 1. Comply with the provisions of these Bylaws and the Declaration of Protective covenants and such rules and regulations as the Board promulgates.

Section 2. Pay all regular and special assessments when due.

Section 3. Promptly notify the Board through the Treasurer and/or Secretary if and when he sells, or otherwise transfers his ownership interest in any lot.

Section 4. Rented or Lease Properties.

- All leases of Lots shall be in writing
- All writing leases shall identify each and every occupant of the Lot pursuant to the lease
- The lease shall have a minimum initial term of one (1) year, and thereafter the term of the lease may be month by month
- Each Owner shall deliver to the Association a copy of the lease with thirty (30) days of executing same, along with contract information for the Owner and contact information for the Tenant. Further, the Owner shall further deliver to the Association a full copy of the lease
- The Owner shall deliver to the tenant a copy of the Declaration, Bylaws and Rules and Regulations pertaining to Pine Island Ridge, and the lease must contain a reference to these foregoing documents. The lease shall further specify that the tenant shall comply with the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Finally, the lease shall contain a provision allowing the Association to enforce the Declaration, Bylaws and Rules and Regulations against all tenants and Owners.
- Owners shall remain responsible for any assessments caused by any tenants
- No subleases are permitted, and the entire Lot must be subject to only one (1) lease
- Upon implementation of these Rules and regulations, each Owner with a Lot under lease shall have sixty (60) days to produce a copy of the written lease to the Association and provide notification to the Association of the lease, with all required information. After termination of any current lease, each owner shall comply with all of the foregoing Rules and Regulations
- Any violation of the above Rules and Regulations shall subject the Owner to a Fifty Dollar (\$50.00) per day fine. The Owner of the Lot shall be responsible for all violations of the Declarations, Bylaws and Rules and Regulations by the tenant.
- Any tenant that fails to comply with the Declaration, Bylaws and Rules and Regulations shall be subject to a fifty Dollar (\$50.00) per day fine.
- The Association will utilize the procedure set forth in Section 3 of Art XII to collect any and all fines under this Article.
- Properly maintain and repair the exterior appearance of the residence and Lot

#### **ARTICLE XIV**

#### **FISCAL YEAR**

The fiscal year of the Association shall be from January 1 and ending December 31.

#### **ARTICLE XV**

#### **AMENDMENTS**

These Bylaws may be amended in a duly constituted meeting of the Board by an affirmative vote by two-thirds (2/3) of the Board, provided that the Board members shall have been given copies of the proposed changes prior to the meeting. Voting may be in person or by proxy. Any change to these Bylaws approved by the Board shall be given to each member of the Association by way of written notice, electronic mail, or the association's web site.

## **ARTICLE XVI**

### **RULES OF ORDER**

A meeting by a nonprofit organization will run smoother when parliamentary procedure is followed. According to Robert's Rules of Order, parliamentary procedure is simply a standard set of rules used to conduct business meetings. When using set rules for each meeting, participants know what is expected and have a chance to voice their opinions and vote in an orderly manner.

#### **Quorum**

A quorum is the minimum number of members who must be present for the meeting to be conducted.

#### **Order of the Day**

Order of the Day is simply how the meeting agenda is presented. Each meeting should have its own agenda, filled with points to discuss, old business to complete and new business to consider. The moderator of the meeting, typically the person on the board with the highest title, such as president, leads the meeting and reads from the agenda. Each participant should have a copy of the agenda notes. Some organizations call this person "the Chair".

#### **Make a Motion**

Members may make a motion, which is simply a way to bring new business up in the meeting. An example of the process to make a motion and put it into action could begin, "I motion that XYZ Organization put safety checkpoints in the lobby of the headquarters." The moderator then recognizes the motion and calls for a second. If no one seconds the motion, it dies. If someone does second, the motion then goes into discussion.

#### **Discussion**

Motions that are seconded are considered active. The moderator of the meeting will open the floor for discussion. Participants should indicate they want to be recognized and wait for the moderator to call on them. This keeps discussion orderly and reduces members interrupting and talking over one another. Discussion can continue as long as necessary. The motion can also be tabled if more research is needed. To table the motion until the next meeting, the moderator needs a motion to table, a second and a majority of yes votes.

#### **Voting**

Typically voting is accomplished by taking verbal votes or a show of hands on minor issues. More important or controversial issues may be voted on by ballot. Ballot votes can be called for by any member.

#### **Who Can Participate**

At the annual meeting, any home owner in good standing is eligible to vote; at the monthly Board meeting, voting is limited to Board members.

## **ARTICLE XVII**

### **INVALID OR UNENFORCEABLE PROVISIONS**

1. If any term, covenant, provision, phrase, paragraph, article or other element of the Bylaws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant, paragraph, article or element of the Bylaws.

## **ARTICLE XVIII**

### **ADDITIONAL RESTRICTIONS**

Section 1. Commercial Vehicle Policy. No commercial vehicles may be parked overnight, stored, or kept within Pine Island Ridge Community Association without prior written approval from the Board. Any commercial vehicle approved by the Board to be kept on any Lot must be kept in a clean, well-maintained, orderly fashion so as not to be unsightly. A "commercial vehicle" shall include:

- Any vehicle used for the purpose of transporting persons for hire
- Any vehicle designated, used or maintained primarily for the transportation of property incident to a business
- Any vehicle used for providing services to another person or entity for a fee or profit
- Any truck or vehicle bearing advertising signage

Further, the following types of vehicles may not be parked overnight, stored, or kept within Pine Island Ridge Community Association:

- Any commercially plated vehicle
- Tractor-trailer, Tractor, Tow truck, Dump truck, Car carrier, Box truck, Bucket Truck, Billboard truck or similar
- Vehicles exceeding 190" in length, 90" in width, or 110" in height.
- Any truck or vehicle in excess of 8000lbs

Section 2. Vehicle Storage. The outdoor storage of vehicles is not permitted within PIRCA. Vehicles parked outside must be in operable condition. For purposes of this document, an inoperable vehicle shall be defined as any vehicle meeting the following criteria:

- Unable to move under its own power
- Sitting on blocks/jack stands
- Missing hood and/or major body components/panels
- Having flat tires(s) for more than 10 days
- Broken window(s)/windshield
- Expired license plates
- Under a car cover for more than 10 days
- Ripped/Damaged convertible top

Any vehicles meeting this criteria must be stored indoors or out of the public view.

Section 3. Fences. Approval from the Architectural Review Committee is required for new fences, replacement fences, or changes in the existing fencing style. Home owners desiring to install a fence need to prepare a plat of survey showing the exact location of the proposed fence and present a full concept (complete with dimensions) drawing or picture to the Architectural Review Committee for approval prior to construction. Fencing shall not be installed along the front of any lot.

Fences shall be constructed of wood, wrought iron, vinyl/resin, certain styles of aluminum, stone or brick only. Chain link or other metal or wire fencing materials are not permitted for perimeter fencing.

All fences and gates must be maintained in a good state of repair and kept in a structurally sound condition. All vertical and horizontal fence boards must be straight, level and plumb. Fences should be in good repair, with no broken or missing boards, and no peeling paint or heavy rusting / corrosion of metalwork (exceptions are patination of copper or similar decorative items/caps where this is a desired effect).

The finished side of the fence must be oriented outward towards the street or adjacent lots. Fences may be placed wholly on the property to be fenced, but the Association will not permit double-fencing between properties.

The new fencing shall be installed in accordance with the Manufacturer's instructions and specifications as well as with the applicable provisions of the Town of Schererville Residential Building Code and Zoning Ordinances.

After receiving approval from the Architectural Review Committee and the Town of Schererville, the property owners may proceed with the understanding that the utility company reserves the right to remove any part of the fence located on easements should it interfere with their work. Should such a situation arise, no prior notification or warning would be required, nor compensation for loss or damages.

**Section 4. Condition of Property.** Residents of PIRCA are expected to keep their properties neatly maintained so as to maintain a pleasant aesthetic throughout the development. To help facilitate this objective, the following conditions shall apply:

- All lots shall be maintained in a weed and debris free attractive manner.
- Any/all equipment or other goods, whether stored or actively used, shall be kept adequately screened so as to conceal them from view of neighboring lots, streets or common areas. Items may not be erected or stored in front of any property.
- In the event any portion of any lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding lots or other areas of the community which are substantially affected thereby or related there to, or in the event any portion of a lot is being used in a manner which violates PIRCA Covenants or Bylaws; or in the event any Owner of any lot is failing to perform any of the Owner's obligations under PIRCA Covenants or Bylaws, the Association may make a finding to such effect, specifying the conditions or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless the corrective action is taken within thirty (30) days, the Association may cause such action to be taken at said Owner's cost.

**Section 5. Pets Restrictions.** Pets are not permitted in any of the common areas unless on a leash. No dogs or other pets shall be permitted to have excretions on any common area, sidewalk, street, or PIRCA property. Owners are required to clean areas despoiled by their pets. No swine, horses, cows or other livestock, no pigeons, chickens, ducks, turkeys or other poultry shall be kept.

Additionally, owners agree:

- To maintain pets in such a manner that the pets do not make an unreasonable amount of noise
- Otherwise maintain the pet so that at no time does the pet create a health or safety hazard or unreasonably interfere with the quiet of other Owners or residents

**Section 6. Penalties / Fines.** Violations to any section of the PIRCA Covenants or Bylaws will be fined at the rate of \$25.00 per day for the first 7 days of offense, escalating to a rate of \$50.00 per day thereafter.

**Section 7. Continuing Lien on Lot.** Each Owner, by becoming the Owner of a lot, is deemed to covenant and agree to pay all costs incurred by the Association in connection with enforcing or curing any violations of its Covenants or Bylaws, and all such costs and expenses, including but not limited to, reasonable attorney's fees, incurred by the Association in enforcing PIRCA Covenants or Bylaws, whether or not suit is filed, shall be a charge on the Owner's lot and shall be continuing lien upon the lot against which each such enforcement action is taken.

The personal obligation for such costs and expenses shall pass to the successors in title of the owner, except such successors in title who acquire title pursuant to a trustee's sale, judicial foreclosure, deed-in lieu of foreclosure, or similar action of a first position mortgage or deed of trust.