

BYLAWS OF  
BUCKINGHAM COMMUNITY ASSOCIATION, INC.

(Caveat: Notwithstanding anything herein, the singular shall include the plural, and the masculine shall include the feminine, and such terminology shall be equally interchangeable without changing the meaning of any paragraph or section herein.)

ARTICLE I

Name and Address

I-1. The Name. The name of the corporation shall be "Buckingham Community Association, Inc." (hereinafter BCA).

I-2. The Address. The post office address of BCA is P.O. Box 15101, Fort Wayne, IN 46885.

ARTICLE II

Purposes and Powers

The purposes and powers of BCA and the limitations thereon shall be those expressed in Article II of the Articles of Incorporation. (See Appendix 1.)

## Membership & Meetings

III-1. The Membership. Every owner of a lot which is subject to assessment shall be a member of BCA. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. When more than one person holds an interest in any lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation.

III-2. Annual Meeting. The annual meeting of the members of BCA shall be held on the second Thursday (or other day) of October each year at such place (within Allen County, Indiana, reasonably convenient for members to attend) and time as may be fixed by the Board of Directors and designated in the Notice or Waiver of Notice of such meeting. At the annual meeting, the Directors for the ensuing year shall be elected, the officers of BCA shall present their annual reports, the budget of BCA for the next twelve months shall be submitted for approval and all such other business shall be transacted as may properly come before the meeting. The Secretary of BCA shall cause notice of the annual meeting to be given to each member of record of BCA entitled to vote by depositing the same in the United States mail, postage prepaid, in an envelope addressed to the latest address of such member as the same appears upon the records of BCA, such notice to be mailed at least ten (10) days before the date of such meeting.

III-3. Special meetings. Special meetings of the members may be held at such place within Allen County, Indiana reasonably convenient for members to attend, as may be designated pursuant to the Articles of Incorporation in the Notice or Waiver of Notice of such meeting. Special meetings may be called in writing by the President, by a majority of the Board of Directors or by written petition signed by the holders of not less than 10% of the membership entitled to vote. The secretary of BCA shall cause notice of the holding of any such special meeting to be given to each member of record of BCA entitled to vote upon the business to be transacted at the meeting by depositing in the United States mail, postage prepaid, in an envelope addressed to the latest address of such members as the same appears upon the books of the Association, such notice to be mailed at least ten (10) days before the date of such meeting.

III-4. Addresses of Members. The address of each member appearing upon the records of BCA shall be deemed to be the latest

address which has been furnished in writing to BCA by such member.

III-5. Waiver of Notice. Notice of any meeting of members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose for which the meeting is called and the time and place thereof. Attendance at any meeting in person, or by proxy, when the instrument of proxy sets forth in reasonable detail the purpose or purposes for which the meeting is called, shall constitute a waiver of notice of such meeting. Each member who has, in the manner provided above, waived notice of a members' meeting, or who personally attends a members' meeting or is represented thereat by a proxy authorized to appear by an instrument of proxy complying with the requirements set forth above, shall be conclusively presumed to have been given due notice of such meeting. When members shall meet in person, such meeting shall be valid for all purposes and at such meeting any corporate action may be taken.

III-6. Quorum. At any meeting of the members, the holders of a majority of the memberships entitled to vote who are present in person or represented by proxy shall constitute a quorum for the transaction of business. If the holders of the numbers of memberships necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place fixed for such meeting, the holders of a majority of the memberships present in person or by proxy may adjourn from time to time without notice other than announcement at the meeting, until the holders of the number of membership requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

III-7. Voting. No membership shall be voted at any time when any dues or assessment with respect to the lot for which such membership is held is past due and unpaid. At each meeting of the members, every member shall have the right to one (1) vote for each membership held by him which is entitled to be voted at such meeting. Such member shall vote either in person or by proxy appointed in writing and subscribed by such member or his duly authorized attorney-in-fact, and delivered to the Secretary of BCA at, or before, the time of the holding of such meeting. Members shall be entitled to one vote for each Lot owned. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If all persons who are together entitled to one membership do not agree upon the exercise of voting rights, the following provisions shall apply: (1) where a membership is held jointly by three or more persons, such membership shall be voted in accordance

with the will of the majority; (2) where such persons or a majority of them cannot agree, or where they are equally divided upon the question of voting such membership, such membership shall be voted as may be directed by any court of general equity jurisdiction, as such court may deem for the best interest of the membership, upon petition filed by such person or any party in interest.

III-8. Voting list. The Secretary of BCA shall keep at all times a complete and accurate list of the members entitled by the Articles of Incorporation to vote at such election, arranged in alphabetical order, with the addresses and number of the memberships so entitled to vote held by each, which list shall be on file with the Secretary of BCA and subject to inspection by any member. Such list may be inspected by any member for any proper purposes at any reasonable time.

III-9. Member Action by Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of members may be taken without a meeting if prior to such action a consent in writing setting forth the action to be taken is signed by 51% of all members entitled to vote and such written consent is filed with the minutes of the proceedings of the members. Members not present at such meeting and who do not return their proxy by the designated time, shall have their vote considered in favor of the proposal.

#### ARTICLE IV

##### Directors & Director Meetings

IV-1. Number. The number of Directors of BCA shall not be less than 8 nor more than 15.

IV-2. Qualifications. Only a member can be elected or appointed a Director of BCA.

IV-3. Election. Directors shall be elected at the annual meeting of the members or at a special meeting called for that purpose.

IV-4. Term of Office. There will be two types of Directors: 1. District Representatives and 2. Directors-at-large. District Representative will hold office for a period of two years and Directors-at-large will hold office for a period of one year. The term of office of a Director shall begin on the day a Director is elected or appointed and shall terminate on the day of the

Annual meeting when his/her successor is elected and qualified. Each Director elected at a special meeting shall be elected for the period ending with the next annual meeting and/or until his successor shall be elected and qualified.

IV-5. Districts. All lots shall be divided into five districts as follows:

District I Lots 1-12, 72-78, and the real estate commonly known as 3134 Maxim Drive, Fort Wayne IN 46815.

District II Lots 13-24, 64-71.

District III Lots 25-32, 53-63.

District IV Lots 79-97.

District V Lots 98-123, 152-155.

IV-6. District Representation. There will be two District Representatives from each district serving on the Board and there will be three Directors-at-large. The terms of office of District Representatives will be staggered such that one District Representative from each district will start office in a given year and the other District Representative from each District will start office the next year.

IV-7. Duties of the Directors. The Directors are expected to attend Board meetings, to serve on committees, and to assist in carrying out the business of BCA.

IV-8. Committees. There will be eight committees as follows: Architectural, Communications, Maintenance, Nominating, Security, Social, By-Laws, and Budget and Insurance. Each committee will consist of two or three Board members. The President and Treasurer will be members of the Budget and Insurance Committee.

IV-9. Meetings. A written notice of a regular meeting shall be sent to each member of the Board by the secretary. This notice will contain the Minutes of the last meeting and the Agenda for the ensuing meeting. A member who is unable to attend is expected to inform the secretary as soon as possible, in order to guard against the absence of quorum.

IV-10. Fiscal Authority of the Committees. A committee may spend upto \$ 50 over a non-budgeted item of expense. Any item of expense requiring over \$ 50 must be pre-approved by the Board at its meeting.

IV-11. Attendance by Ordinary Members. A member of BCA who is not a director is welcome to attend the Board meetings as an

observer. If such a member wishes to bring an issue before the Board, he must notify the Secretary Seventy two (72) hours in advance so that the topic could be included in the Agenda. The Secretary shall notify the host family of the guest's attendance.

IV-12. Vacancies. Any Director may resign his office at any time by delivering his resignation in writing to BCA, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective. Any vacancy occurring in the Board of Directors caused by resignation, death, or other incapacity, or increase in the number of Directors, shall be filled by a majority of vote of the remaining members of the Board until the next annual meeting of the members or, in the discretion of the Board, such vacancy may be filled by the vote of the members at a special meeting called for that purpose.

IV-13. Removal of Directors. A Director may be removed with or without cause by the vote of the holders of a majority of the membership entitled to vote at a special meeting of members called for that purpose.

IV-14. Regular meetings. A regular meeting of the Board of Directors shall be held at the place of and immediately following the annual meeting of the members to elect officers and to determine the date, place, and time of the next meeting. Other regular meetings may be held at any place within the Allen County, Indiana, reasonably convenient for Directors to attend, at such times and places as the Board of Directors may fix from time to time.

IV-15. Special Meetings. Special meetings of the Board of Directors shall be held at any place within Allen County, Indiana, reasonably convenient for Directors to attend whenever called by the President or the Secretary of BCA or by any two members of the Board. At least 72 hours' notice of such meeting specifying the time, place, and purpose thereof, shall be given to each Director either by written notice hand-delivered or deposited in the United States mail, postage prepaid in an envelope addressed to such Director or by telephone or telegram. Notice of the time, place, and purpose of the holding of any such special 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 at any meeting in person by any Director shall constitute a waiver of the notice of such meeting. Whenever all of the Directors shall meet, such meeting shall be valid for all purposes and at such meeting any

corporate action may be taken.

IV-16. Quorum and Voting. A majority of the actual number of Directors elected and qualified from time to time shall be necessary to constitute a quorum for the transaction of any business (excepting the filling of vacancies, in which case a quorum shall be a majority of the remaining Directors) and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Indiana Not-for-Profit Corporation Act of 1971 as amended, the Articles of Incorporation, or other provisions of these By-Laws.

IV-17. Directors' or Committee Action by Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if prior to such action a written consent to such action is signed by all of the members of the Board of Directors or of such committee and such written consent is filed with the minutes of the proceedings of the Board of Directors or committee.

## ARTICLE V

### Officers

V-1. Officers. The officers of BCA shall consist of a President, a Vice-President, a Treasurer, and a Secretary, and if desired by the Board of Directors, one or more Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers, all of whom shall be elected by the Board of Directors of BCA at the first meeting thereof immediately following the Annual meeting of the members; and they shall hold office, subject to the removal as provided by law, until their successors are elected and qualified. One person may hold more than one office, except that the offices of the President and Secretary shall not be held by the same person. The President may not be elected to serve more than two consecutive terms. The officers shall be chosen from among the Directors of BCA.

V-2. Removal. Any officer of BCA may be removed by the Board of Directors whenever the Board of Directors in its judgment believes that the best interests of BCA will be served by such removal.

V-3. Compensation. Officers shall not be entitled to

compensation for their services, but may be reimbursed for out-of-pocket expenses not exceeding fifty dollars (\$ 50.00), without the prior approval of the Board.

V-4. Duties of the officers.

(a) President. The President shall be the chief executive officer of BCA and shall have the powers, and shall perform the duties usually incident to that office. (i) He shall preside at all meetings of the members and of the Board of Directors. (ii) He is authorized to sign, on behalf of BCA, contracts and other instruments in writing. (iii) He shall appoint a three (3) member budget committee to prepare the budget for the ensuing year. (iv) Since the fiscal year of BCA is the same as the Calendar year and since the Officers take office on the date of and at the Annual meeting held in the month of October each year, the President shall present the accounts as follows:

Complete the fiscal year accounts up to Dec 31 during his tenure, to be reviewed by another member of the Board of Directors other than the Treasurer as to its accuracy, and if the Board requires, to be reviewed by an outside auditor. The President shall present this fiscal year statement to the Board of Directors for approval no later than the last day of February, it being two months from the close of the fiscal year.

The president shall also present an interim financial statement starting January 1, and ending fifteen days before the Annual meeting, to the Board of Directors by mailing copies to them.

The President shall also present these two statements, i.e., the completed fiscal year end statement ending Dec 31, and the interim financial statement as above at the Annual meeting to the members.

During the last fifteen days before the Annual meeting the President, the Treasurer, or any other officer or Board member, shall not make any expenditures unless there is an emergency. In such an event the President will amend the interim financial statement presented to the Annual meeting of the members of BCA after incorporating such expenditure.

The President shall be bonded during each term of office.

(b) Vice-President. In the absence or inability of the President to act, his duties shall be performed and his powers may

be exercised by the Vice-President. The Vice-President shall perform such other duties as shall be delegated to him by the Board of Directors.

(c) Secretary. The Secretary shall keep or cause to be kept a full, true, and complete record of all the meetings of the members and of the Board of Directors and shall have charge of the minute book of BCA and of all its other books and documents (except the books of account), and shall perform such other duties as may be required by the Board of Directors or the President. The Secretary shall be responsible for sending the notifications of all meetings - regular, special, and annual.

(d) Treasurer. The Treasurer shall have the custody of the funds and other personal property of BCA and shall keep, or cause to be kept, correct and accurate books of account and shall also deposit, or see to the deposit of, the funds of BCA in a depository to be approved by the Board of Directors. He shall keep full and accurate account of all the assets, liabilities, commitments, receipts, disbursements and other financial transactions of BCA in books belonging to BCA; shall see that all expenditures are made in accordance with procedures duly established, from time to time, by BCA; shall render itemized financial statements at all regular meetings of the Board of Directors, and a full financial report at the annual meeting of members; and, shall perform such other duties as may, from time to time, be delegated to him by the Board of Directors or the President.

The Treasurer shall be bonded during each term of office.

(e) Assistant Secretaries. An Assistant Secretary shall assist the Secretary of BCA and shall perform such other duties as are delegated to him by the Board of Directors.

(f) Assistant Treasurer. The Assistant Treasurer shall assist the Treasurer of BCA and shall perform such other duties as are delegated to him by the Board of Directors.

## ARTICLE VI

Dues (Annual Assessment) and Special Assessments.

(Refer to Article IV "Covenant for Maintenance Assessments" of the covenants - Document 80-014047 dated February 13, 1980.)

VI-1. Dues (Annual Assessment).

(a) Prior to the annual meeting of BCA , the Treasurer shall prepare an annual statement and the budget committee shall prepare a proposed annual budget for the ensuing fiscal year, estimating the total amount of expenses to be incurred by BCA for the ensuing year and shall furnish a copy of such proposed budget to each member at the annual meeting. All anticipated costs and expenses directly associated with BCA's responsibilities regarding the Common Area shall be allocated to the category designated "Maintenance Expenses." The annual budget shall be submitted to the members at the annual meeting for adoption and, if so adopted shall be the basis for the dues for the ensuing year. At the annual meeting, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the members present or represented.

(b) The annual budget as adopted shall, based on the estimated requirements for the expenses of BCA contain a proposed annual dues for each lot. Following the adoption of the annual budget, each member shall be given written notice of the annual dues for each lot at least thirty (30) days in advance of the due date. The dues shall be paid annually on the first day of January and considered delinquent after the 31st day of January of each calendar year.

(c) Increase in Annual Dues. The Board is authorized to increase the Annual Dues up to a maximum of 3% over the existing level. Any increase greater than three percent (3%) must be approved by at least fifty-one percent (51%) of the membership.

VI-2. Special Assessments. From time to time, common expenses of an unusual amount or extraordinary nature or not otherwise anticipated may arise. At such time, a special meeting shall be called by the President for the purpose of presenting to the membership the need for an assessment,, written notice of which shall be deposited in the United States mail, postage prepaid , in an envelope addressed to the latest address of such member as the same appears upon the records of BCA, to be mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The proposed assessment must be passed by fifty-one percent (51%) of the voting memberships by votes cast by those at such meeting or consent in writing by proxy, provided the same is received by the Secretary of BCA by the time of the meeting. Voting members not present at such meeting, who do not return their proxy by the designated time shall have their vote

considered in favor of the assessment. No further action may be taken by absent voting members who do not submit their vote by proxy.

Assessments may be levied in a manner which is fair and equitable and shall be charged in a single lump sum or ratably over a period of time as the Board in its discretion shall determine.

VI-3. Use of Funds. The dues and assessments levied by these provisions shall be used by BCA to perform its functions as defined in Articles II of the Articles of Incorporation and Article IV of the Covenants.

VI-4. Liability of Members. Each member shall be personally liable for the payment of all dues and assessments. Where the member constitutes more than one person, the liability of such persons shall be joint and several. (Refer to Article IV, Sections 8 and 9 of the covenants.)

(a) Failure to Pay. If any member shall fail or refuse to make any such payment of dues or an assessment when due, the amount thereof shall constitute a lien upon the lot of the member, and upon the recording of notice thereof by BCA, such lien shall be constituted upon such member's lot prior to all other liens and encumbrances, recorded or unrecorded, excepting only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State and Federal taxes which by law are a lien on the interest of such member prior to preexisting recorded encumbrances thereon, (ii) encumbrances on the interest of such member recorded prior to the date such notice is recorded.

(b) The lien provided for in this section shall be in favor of BCA and shall be for the benefit of all other members, and may be foreclosed by an action brought in the name of BCA in a like manner as a mortgage would be foreclosed upon real property. BCA, acting on behalf of the members, shall have the power to bid on the interest so foreclosed at foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. (Refer to Article IV, section 9 of the Covenants.)

(c) Suit to recover a money judgment for unpaid dues and/or assessments shall be maintainable without foreclosing or waiving the lien securing the same, without the same constituting an election of remedies.

(d) The Board shall further have the power to suspend the

voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any dues and/or assessment levied by BCA.

(e) Any payment for dues and/or assessments not made when due shall bear interest at the rate of twelve percent (12%) per annum from the date the same shall become due until the date the same is paid. It shall further be the obligation of any party who shall fail to pay any dues or assessments when due to reimburse BCA for all expenses incurred as a result of such failure to pay, including all expenses incurred by BCA in the collection of the same, and including further, but not limited to, all costs of overhead, accounting, and legal expenses incurred with respect to, arising out of, or occasioned by said failure to pay.

(f) In the event any person shall acquire or be entitled to the issuance of a tax deed, public trustee's deed, sheriff's deed, commissioner's deed, etc., the interest so acquired shall be subject to all the provisions of these By-Laws.

## ARTICLE VII

### Improvement of Lots

VII-1. Prior Approval by Architectural Control Committee. Each member of BCA, by purchase of a lot in The Village of Buckingham and its various sections, agrees that no building, fence, or wall or other structure shall be commenced, constructed, placed or altered upon any lot until the plans and specifications thereof have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials and harmony of exterior design with other dwellings and improvements in The Village of Buckingham and its various sections. The Architectural Control Committee may designate a representative by majority vote to act for it to make a determination. The purpose of this provision is to insure compliance with uniform and high quality standards of design and construction in the completion and /or alteration of improvements in The Village of Buckingham and its various sections. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after submission, and if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with.

VII-2. Fences. Fences would be preferably wood. Split rail fencing with vinyl covered mesh is, however, acceptable. Chain-link fencing is not permitted. The height of the fence may not exceed six (6) feet unless an exception is made by the Architectural Control Committee. The finish of the fence may be paint, stain, or natural. Only earth tone colors shall be used. Privacy fences may not be extended beyond the front line of the house. Front yard fences are permitted only at lot corners with eight (8) foot maximum extension from the corners - open construction (e.g. split rail) only. In-ground pools must be fully enclosed by a fence of approved construction.

#### ARTICLE VIII

(Refer to Article II of the Covenants)

(See Appendix 2.)

#### Common Area

VIII-1. Description. Certain areas have been designated in the recorded Plat of The Village of Buckingham as Common Area. Common Area consists of three parcels of land and the improvements on these lands.

(i). The land west of lots 53 through 57 and south of lots 58 through 62, and west of 62 bounded on the east by Buckingham Creek and including the Buckingham Creek. This parcel of land includes Two (2) tennis courts, a barn, a parking lot and a stone drive which exists on the Buckhurst Run and a concrete sidewalk beginning directly to the north of lot 97 and ending between the lots # 62 and 63 on Turnbridge Crossing. It also includes a pond located on the Buckhurst Run, south of lot 53 with a small island of trees.

(ii). A nine-acre lake known as Lake Buckingham on the east side of Buckhurst Run, and lots 124 through 132 and to the north of lots 134 through 140.

(iii). The land directly in front of the Village of Buckingham sign on the E. State Boulevard including a shelter house and the wooded median area to the north of the entrance that divides the Buckhurst run into entrance lanes. (Refer to Appendix 3 Drawing showing the Common Area.)

VIII-2. Right to Use the Common Area. Only the Members of the Buckingham Community Association and their guests are allowed the use of the Common Area.

VIII-3. Restrictions on the Use.

(a) No motorized water-craft shall be permitted on the lake and pond. Swimming is not permitted in the Lakes.

(b) No motorcycles, motor bikes, mopeds, motor scooters, snowmobiles, or other motorized vehicles of any sort shall be permitted in the Common Area except on the access road to the barn/tennis courts parking lot.

(c) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area (except in areas designated for such purposes ) without the prior consent of BCA. No waste shall be permitted in the Common Area.

(d) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed in any part of the Common Area.

(e) The common Area shall be kept free and clear of rubbish, debris, and other unsightly materials which are not in receptacles provided for such purpose. (Refer to Article II of the Covenants.)

(f) Parents are responsible and accountable for the safety of their children. BCA is not liable for children in the Common Area.

(g) Animals are to be kept on leash while walking with their owners. Members are asked to clean up after their pets while utilizing the Common Area.

(h) The security officer is authorized to check the identification of persons present in the Common Area. Persons who cannot be identified as members or guest of members will be asked by the Security officer to leave.

(j) BCA has the right to charge reasonable admission and other fees or rent for the use of any facility situated upon the Common Area.

(k) Members and guests are expected to have a good neighborly attitude while enjoying the Common Area and exhibit a conduct that reflects sportsmanship and courtesy.

## ARTICLE IX

### Funds

IX-1. Depository. The funds of BCA shall be deposited in a depository or depositories to be selected by the Board of Directors of BCA.

IX-2. Withdrawal of Funds. The funds of BCA may be withdrawn by the Treasurer or such bonded officers as may be designated by the Board of Directors.

## ARTICLE X

### Amendment

These By-Laws may be amended by the Board of Directors, by the affirmative votes of majority of the whole Board, at any regular or special meeting, notice of which contains the proposed amendment or a digest thereof, or any meeting, regular or special, at which all Directors are present, with the exception that the provisions of Article VI (Dues and Special Assessments) and Article VII (Improvement of Lots) may only be amended by an affirmative vote of fifty-one percent (51%) of the members of BCA itself at a special meeting of BCA called for that purpose.