

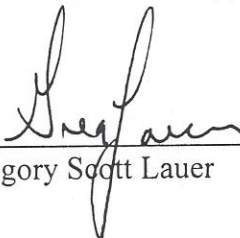
**RESTATEMENT OF THE CODE OF BY-LAWS OF
SHERWOOD GREEN HOMEOWNERS
ASSOCIATION, INC.**

AS AMENDED THROUGH DECEMBER 14, 2011

Recorded in the Office of the Recorder
of Monroe County, Indiana

Consisting of twenty-six (26) pages,
including this cover page

I, Gregory Scott Lauer, 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.



Gregory Scott Lauer

This document prepared by Gregory Scott Lauer, Attorney at Law, Bloomington, Indiana

**RESTATEMENT OF THE CODE OF BY-LAWS OF
SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.**

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INTRODUCTION

These Restated By-Laws ("By-Laws") of the Sherwood Green Homeowners Association, Inc. ("Association") are adopted to assist with the governance of the real property commonly known as Sherwood Green Condominiums and legally described per separate descriptions in the plat cabinets located in the office of the Recorder of Monroe County as indicated on **Exhibit A**, which exhibit is attached hereto and incorporated herein. This Restatement of By-Laws is effective as of the date shown above and adopted consistent with the terms for amendment as stated in the original By-Laws and subsequent restatements thereto by a vote of not less than seventy-five percent (75%) of the Owners present at that certain special meeting, called for the purpose of amending the By-Laws by approving this Restatement of By-Laws, as indicated by the sign-in and voting sheet attached hereto as **Exhibit B**, which special meeting occurred at the Sherwood Green Condominiums Clubhouse on the 14th day of December, 2011.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted in light of the Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association, Inc., as amended ("Declaration"). The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Definitions. For the purposes of these By-Laws, the terms in this Section shall have the definitions described in this Section.

- (a) "Association" shall mean and refer to the Sherwood Green Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or lots which are a part of the real property described in Exhibit A, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a "Member" of the Association.

- (c) “Real Property” shall mean and refer to that certain real property described in Exhibit A and is sometimes commonly referred to herein as “Sherwood Green.”
- (d) “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners and designated as such on any recorded plat of the Real Property, excluding therefrom the numbered Lots and named, public dedicated streets.
- (e) “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Real Property with the exception of the Common Area, and identified by number or other such designation.
- (f) “Declarant” shall mean and refer to the Sherwood Green Homeowners Association, Inc., its successors and assigns.
- (g) “Limited Common Areas” shall mean patios, porches, balconies, driveways, and overhangs attached to and contiguous with a Lot, and they are hereby reserved to the exclusive use of the Owner of such Lot to the exclusion of all other Owners, but they shall be deemed for all other purposes to be Common Area.
- (h) “Dwelling Unit” shall mean the living unit erected upon each Lot Owner’s Lot.

Section 1.03. Individual Application. All Owners, future Owners, tenants, future tenants, or their families, guests and invitees, or any other person that might use or occupy a Lot or any part of the Real Property, or of any other real property or land annexed to the Real Property per the terms of the Declaration, shall be subject to the rules, restrictions, terms and conditions set forth in these By-Laws.

ARTICLE II Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of common expenses and assessments and for such other purposes as may be required by the Declaration and these By-Laws.

Section 2.02. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place 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 of the Association to each Owner not less than fourteen (14) days prior to the date of such meeting. The notice shall

be mailed or delivered to the Owners at their address as it appears upon the records of the Association. Along with notice of the annual meeting, each Owner shall also be provided with a copy of year-end financial statements, to be prepared in accordance with generally-accepted accounting procedures, including a profit and loss report, a receipts and expenses report (which shall list all expenses and receipts by budget line-item category), a proposed budget for the following year, as well as, a brief profile of each candidate for the Board of Directors and an absentee voting ballot (as further described in Section 2.06 of this Article). Attendance at any meeting in person, by proxy (when applicable pursuant to the Declaration) or by absentee ballot shall constitute a waiver of notice of such meeting.

Section 2.03. Annual Meetings. The annual meeting of the members of the Association shall be held during the third week of October in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

- (a) Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Association (or in the President's absence the Vice President of the Association) who shall call the meeting to order at the duly designated time and business will be conducted in the following order:
- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
 - (2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial reports for the prior year and the proposed budget for the upcoming year.
 - (3) Budget. The proposed budget for the current year shall be presented to the Owners for approval or amendment.
 - (4) Election of Board of Directors. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which such Owner is entitled for as many nominees as are to be elected; however, the Owner shall not be entitled to cumulate votes by proxy or otherwise. Those persons receiving the highest number of votes shall be elected to the Board of Directors.

- (5) Other Business. Other business may be brought before the annual meeting only upon a written request submitted to the Association or Managing Agent at least ten (10) days prior to the date of the annual meeting; provided, however, that such written request may be waived at the annual meeting if agreed by a majority of the vote present at said annual meeting.
- (6) Adjournment. As declared by the Chairman, when the business of the meeting is concluded, the meeting shall be adjourned.

Section 2.04. Substitute Annual Meeting. If the annual meeting shall not be held during the timeframe designated by the By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 2.02 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting and will follow, as much as applicable, the rules of conduct contained in Section 2.03 of this Article.

Section 2.05. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of at least twenty-five percent (25%) of the Owners. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. Written notice stating the date, time and place of any special meeting and, including the purpose or purposes for which the special meeting is being called, shall be delivered or mailed by the Secretary of the Association to each Owner not less than fourteen (14) days prior to the date of such special meeting. No business shall be transacted at a special meeting except as stated in the petition or resolution. Any such special meeting shall, as much as applicable, follow the rules of conduct contained in Section 2.03 of this Article.

Section 2.06. Voting. The voting procedure described in this Section shall be followed when matters requiring a vote are addressed.

- (a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast the number of votes on each matter coming before the meeting which is equal to the vote to which the Owner is entitled as provided in the Declaration (one (1) vote per each Lot owned).
- (b) Multiple Owners of a Lot. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association a notice appointing one of such persons or partners as the voting representative for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, such appointment is rescinded by an

order of a court of competent jurisdiction, or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may vote by absentee ballot if unable to attend a meeting wherein voting will take place.

- (c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled.
- (d) Voting by Absentee Ballot. Except as expressly provided in the Declaration, any vote allocated to a Dwelling Unit may be cast by absentee ballot and may not be cast pursuant to proxy. The Association shall provide for votes to be cast in person and by absentee ballot and shall provide Owners with an absentee ballot in advance of the annual Owner's meeting which may be used unable to attend the annual Owner's meeting or another meeting wherein voting will occur. Any action taken at an annual, regular or special meeting of the Owners shall comply with all of the following provisions if absentee ballots are to be used:
- (1) Subject Matter. The absentee ballot shall set forth each proposed action to be voted upon at the subject meeting and shall provide an opportunity to vote for or against each proposed action upon which a vote is being made.
 - (2) Election of Directors. When applicable, the absentee ballot shall provide an opportunity to vote in the election of the Board of Directors at the annual meeting of the Owners.
 - (3) Validity. The absentee ballot shall be valid only for the vote and meeting for which it was prepared and shall expire upon the completion of the subject election and meeting.
 - (4) Time to Return of Absentee Ballot. The absentee ballot shall specify the time and date by which it must be returned in order to be counted with respect to the subject vote.
 - (5) Procedure to Return Absentee Ballot. The absentee ballot shall specify where it must be returned in order to be counted with respect to the subject vote.
 - (6) Not a Proxy. An absentee ballot does not authorize another Owner to cast a vote on behalf of the Owner to whom the absentee ballot was provided.
 - (7) Verification. An absentee ballot must be signed and verified by the Owner casting the vote(s) pursuant to the absentee ballot.

- (8) Establishing Quorum. Votes cast by absentee ballot are counted for the purpose of establishing a quorum.
- (e) Quorum and Majority. Except as otherwise expressly provided in the Declaration or these By-Laws, the Owners representing ten percent (10%) of the Owners, in person or by absentee ballot, shall constitute a quorum at all meetings of the Owners. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the vote of a majority of the Owners present in person or by absentee ballot at a meeting at which a quorum shall be present and any such majority of vote shall be binding upon all Owners of Lots for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

ARTICLE III Board of Directors

Section 3.01. Generally. The affairs of the Association and Sherwood Green shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of at least three persons. No person shall be eligible to serve as a Director unless said person is an Owner. Beginning on June 1 of each year and continuing through September of each such year, the Board shall call for nominations for the Board of Directors (to be elected at the annual meeting of the Owners) which call shall also include the number of vacancies to be filled and the deadline that nominations can be made (thirty (30) days prior to the annual meeting of the Owners). The Board shall cause this call for nomination to be published in the Association's monthly newsletter and/or by general written notice to the Owners.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

Section 3.03. Nominations for Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least thirty (30) days prior to the date of the annual meeting.

Section 3.04. Term of Office and Vacancy. Directors shall be elected at each annual meeting of the Association and hold office for a term of three (3) year or until their successors have been duly elected and qualified. In order to help insure continuity, the terms of the Directors shall be staggered. If necessary to accomplish such staggered terms, Directors may initially be elected for one (1), two (2) or three (3) year terms to insure staggered terms among the Directors. Any vacancy or vacancies occurring in the Board shall be filled, for the duration of the subject term, by a vote of a majority of the

remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Directors. A Director or Directors, may be removed with or without cause by majority vote of those present at a special meeting of the Owners duly called and constituted. In such case, a successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until a successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Sherwood Green, the maintenance, upkeep and replacement of the Common Areas, and the collection and disbursement of the Common Expenses and assessments. These duties include, but are not limited to, helping to insure the following services are met and provided, as applicable, by competent vendors:

- (a) Generally. The protection, surveillance, repair and replacement of the Common Areas.
- (b) Services. The procuring of utilities used in connection with Sherwood Green Common Areas, removal of garbage and waste, and snow removal from the Common Areas.
- (c) Exterior. The landscaping, painting, decorating and furnishing of the Common Areas, the exterior of the Dwelling Units, garages and walls;
- (d) Paving. The surfacing, paving and maintaining streets, parking areas and sidewalks.
- (e) Collection of Assessments. The assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses and assessments.
- (f) Annual Budget. The preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered.
- (g) Accounting. The preparation and delivery annually to the Owners a full accounting of all receipts and expenses incurred in the prior year with such accounting being delivered to each Owner simultaneously with delivery of the annual budget.
- (h) Receipts and Expenses. Keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses (by budget line-item and by vendor) and assessments; all records and vouchers shall be available for examination by an Owner at any time during normal business hours. All records and

vouchers shall also be available for examination by the holder of any first mortgage lien on any unit or units at any time during normal business hours.

- (i) Monthly Meetings. To schedule and conduct monthly Board meetings to insure that the above-described duties are being reasonably completed.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) Management. To employ a managing agent or real estate management company (either being hereinafter referred to as “Managing Agent”) to assist the Board in performing its duties.
- (b) Purchasing. To purchase, for the benefit of the Owners such equipment, materials, labor and service as may be necessary in the judgment of the Board of Directors.
- (c) Insurance. To procure on behalf of the Owners fire and extended coverage insurance covering the Dwelling Units and other improvements to the full replacement value thereof (the cost of which each such Owner shall be responsible) and to procure public liability and property damage insurance and Workmen’s Compensation insurance, if necessary, for the benefit of the Owners and the Association.
- (d) Professional Guidance. To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association and Sherwood Green.
- (e) Allocation to Common Expenses. To include the costs of all of the above and foregoing as common expenses and assessments and to pay all of such costs therefrom.
- (f) Consent to Amendments. To consent to amendments to the Declaration as therein provided.
- (g) Rules and Regulations. To adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Property.
- (h) Banking. To open and maintain a bank account or accounts in the name of the Association.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Percent (5%) of the budgeted regular assessment without obtaining the prior approval of a majority of Owners at a special meeting called for that purpose, except in the following cases:

- (a) Insured Casualty Loss. Contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.
- (b) Budgeted Expenses. Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation. No Director(s) shall receive any compensation for any service provided on behalf of the Association except to such extent as he or she may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 3.10. Meetings. As indicated above in Section 3.06(i) of this Article, the Board shall hold regular Board meetings on a monthly basis on days, times and places as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of such regular meetings of the Board to each Director personally (by personal delivery, by telephone, by email or otherwise) at least five (5) days prior to the date of each such meeting. Any Owner desiring to address the Board must sign in prior to the start of the subject meeting and indicate the topic said Owner would like to address.

Section 3.11. Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is being called. Such meeting shall be held at such place and at such time within Monroe County, Indiana, as shall be designated in the notice.

Section 3.12. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.14. Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.15. Additional Indemnity of Directors. The Association shall indemnify any person, their heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that said person is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by said person in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding, if it shall be found by a majority of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of their duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made or prepared by the Managing Agent of Sherwood Green or any office or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that said Director failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.16. Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute a Common Expense.

Section 3.17. Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

ARTICLE IV Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by

the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as the President may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon the Vice President by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provision of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of accounts showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into possession of the Association. The Treasurer shall immediately deposit all funds of the Association coming into the Treasurer's hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account(s) in the name of the Association.

Section 4.07. Assistant Officers. The Board may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have

such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Compensation. No officer shall receive compensation from the Association for acting as such.

ARTICLE V Accounting and Assessments

Section 5.01. Accounting. To help insure the accuracy and integrity of the Association's financial record-keeping, the Board of Directors shall engage a certified accountant to perform one of the following accounting procedures:

- (a) Monthly Reviews. Monthly reviews of the Association's monthly financial reports, to the degree necessary to satisfy the Board as to the accuracy and integrity of the Association's financial activity and financial condition; or
- (b) Annual Review. An annual review, conducted at or near the close of the year, to the degree necessary to satisfy the Board as to the accuracy and integrity of the Association's financial activity and condition. Such review shall be based upon agreed upon procedures which are to be determined by the Board in conjunction with the advice and recommendations of the independent certified accountant.
- (c) Owner Reporting. Copies of all such reports shall be made available to each Owner.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses and assessments for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The Board shall administer duties related to regular assessments as provided in this Section:

- (a) Generally. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses and assessments in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Lot (herein called the "Regular Assessment"). The Regular Assessment against each Lot shall be paid in equal monthly installments, commencing on the first day of January of such calendar year and on the first day of each calendar month thereafter through and including the following December. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors, or Managing Agent. The Regular Assessment for the year shall become a lien on each separate Lot as of the first of January of each calendar year.
- (b) Common Expenses. The Common Expenses shall include, but are not limited to, the following:
- (1) Facilities. The expenses, costs and charges incurred in connection with the administration, operations and management of the Association, Common Areas, including equipment and facilities ("facilities") located upon said Common Areas.
 - (2) Maintenance, Repair and Replacement. The cost of maintenance, repair, replacement and restoration of the Common Areas and facilities, or any part thereof.
 - (3) Insurance. The cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration.
 - (4) Capital and Reserve Accounts. Such amounts as the Board of Directors may deem proper for the convenience, comfort and well being of the Owners, and for the operation, management, and maintenance of the Real Property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year.
 - (5) Dwelling Units. Such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all or less than all Owners of any Dwelling Unit whose Owner has elected to sell or lease such Dwelling Unit or of any Dwelling Unit which is to be sold at a foreclosure or other judicial sale.

- (6) Limited Common Areas. In proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas and facilities upon such Limited Common Areas, if any.
- (7) Other Expenses. Any other expenses lawfully agreed upon by the Board.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws or the Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot in a uniform manner (hereinafter referred to as a "Special Assessment").

Section 5.05. Commencement of Assessments for Annexations. The Regular Assessment of the Owners of Lots in any additional tract or any phase thereof that is annexed to Sherwood Green pursuant to Article VIII, Section 4, of the Declaration shall commence within one month after filing of the supplemental declaration annexing such land, or upon conveyance of any Lot contained in such annexed land, whichever shall occur first.

Section 5.06. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular, Interim and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular, Interim or Special Assessment when due, a lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular, Interim or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular, Interim or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Lot.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair to the improvements and other facilities within or on such Owner's Lot, which, if neglected, would affect the value of the Real Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Lot.

Section 5.08. Association's Use of Water/Power. The Association, in the performance of its maintenance duties, may, from time to time, make use of the external water outlets and faucets and/or external electrical receptacles on the various Dwelling Units, provided, however, that the Association may do so only if it provides monitoring for the amount of water/power used and reimburses the Owner whose water/power is used for the amount of water/power consumed by the Association in the performance of its duties within ninety (90) days from the date or dates of use.

ARTICLE VI
Restriction on Use

Section 6.01. Restrictions. The following restrictions on the use and enjoyment of each Lot, the Common Areas, and the Real Property shall be applicable to Sherwood Green and in addition to those set forth in the Declaration and recorded plats. These restrictions are as follows:

- (a) Single Family Residences. All Lots shall be used exclusively for residential purposes and the occupancy for a single family.
- (b) Additional Buildings. No additional buildings shall be erected or located on the Real Property other than the buildings designated in the Declaration and shown on the original plans.
- (c) Risk to Insurance. Nothing shall be done or kept in or upon any Lot or in the Common Areas that will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in or upon said Owner's Lot or in the Common Areas which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.
- (d) Waste. No waste shall be committed on any Lot or Common Areas.
- (e) External Attachments. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building, and no sign, awning, canopy, shutter, radio or television antenna, satellite dish or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any building without the prior written consent of the Board.
- (f) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that small dogs, cats or customary household pets may be kept on a Lot, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. No pet shall be allowed to roam the Real Property without being attached to a leash controlled by an individual (i.e., pets may not be tied outside and left unattended). Any waste product

produced by any pet or pets shall be promptly picked up and properly disposed of by the Owner (or tenant) responsible for the pet or pets.

- (g) Damage by Pets. An Owner shall be fully liable for any damage to the Common Areas caused by said Owner's pet(s). The Board may adopt and enforce such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet that, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Property upon three (3) days' written notice from the Board to the respective Owner.
- (h) Impairment of Structural Integrity of Dwelling Unit. Nothing shall be done or permitted on any Lot which will impair the structural integrity of any Dwelling Unit or which would structurally change any Dwelling Unit, except as otherwise provided in the Declaration or these By-Laws.
- (i) Laundry and Trash. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
- (j) Business. No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Property.
- (k) Signs. No "for sale", "for rent" or "for lease" signs or other window or advertising displays shall be maintained or permitted on any part of the Real Property or upon any Lot without the prior written consent of the Board.
- (l) Right of Use. All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and facilities located thereon.
- (m) Vehicles. No boats, campers, trailers of any kind, buses, mobile homes, trucks or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Real Property; provided however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. Moreover, turn-around areas and cul-de-sacs are not to be used for permanent parking.

- (n) Parking. No vehicles shall be parked upon any grassy area upon the Real Property. Any damage caused in violation of this provision shall be the responsibility of the offending party and chargeable to the appropriate Lot.
- (o) Vegetation. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with the express written permission of the Board.

Section 6.02. Right of Entry. An Owner or occupant of a Lot shall grant the right of entry to a person authorized by the Board in case of any emergency originating in or threatening said Owner's Lot, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter upon such Lot for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right to entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Real Property, including but not limited to the use of the Common Areas and facilities located thereon, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

Section 6.04. Failure to Observe Rules and Regulations. In the event that the Board's rules and regulations are not observed, the Board may assess monetary fines against the Lot housing an Owner and/or tenant who is violating the subject rule(s)/regulation(s) and may further assess a fine in the amount of Twenty-Five Dollars (\$25.00) per violation.

ARTICLE VII Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the vote of all Owners present in a duly constituted meeting called for such purpose (pursuant to the notice provision contained in Section 2.02 of these By-Laws) or at the annual Owner's meeting so long as the proposed amendments are delivered to Owners at least fourteen (14) days prior to said annual meeting. Provided, however, that no amendment to these By-Laws which shall have a significant detrimental affect on the value or quality of the Dwelling Units or Common Areas may be adopted without the prior approval of not less than seventy-five percent (75%) of the vote of all Owners of Lots upon the subject Real Property.

ARTICLE VIII
Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon said Owner's Lot or the mortgagee being the holder of any such first mortgage lien, shall notify the Board or the Managing Agent of the Association, if requested by the Board or the Managing Agent, and provide the name and address of the mortgagee. A record of such mortgagee, including its name and address, shall be maintained by the Board or the Managing Agent and any notice required to be given to any Owner pursuant to the terms of the Declaration or these By-Laws may be given in the same manner and in the same effect to such Mortgagee.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular, Interim, Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX
Insurance

Section 9.01. Insurance on Individual Mortgaged Units. The Owner of each Lot shall carry and maintain in force at all times property insurance affording protection against loss or damage from fire and other hazards covered by the standard extended coverage endorsement in an amount to replace the Dwelling Unit and other improvements located upon such Lot and upon such further terms and conditions as prescribed by the Board. Dwelling Unit and other improvements shall include:

- (a) Additions. Completed additions to the Dwelling Unit.
- (b) Fixtures and Equipment. Permanently installed fixtures, machinery and equipment (including outdoor fixtures).
- (c) Other Materials and Equipment. Materials, equipment and supplies located on or within one hundred (100) feet of a Dwelling Unit(s) and used for making additions, alterations or repairs to the Dwelling Unit(s) (if not covered by other insurance).
- (d) Other Fixtures. Fixtures, improvements and alterations that are a part of the Dwelling Unit(s) and appliances such as those used for refrigerating, ventilating, cooking, dish-washing, laundering, security, housekeeping and heating/cooling of the Dwelling Unit(s). Dwelling Unit and other improvements shall not include personal property owned by, used by or in the care, custody or control of an Owner unless covered herein.

Section 9.02. Minimum Requirements for Association Insurance. The Association shall at a minimum obtain and carry a policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current “replacement cost” exclusive of land, foundation, excavation and other items normally excluded from coverage) of the common facilities owned by the Association (including all building service equipment and the like) with an “Agreed Amount Endorsement” or its equivalent, a “Demolition Endorsement” or its equivalent, such insurance to afford protection against at least the following:

- (a) Fire and Other Hazards. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.
- (b) Other Risks. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 9.03. Public Liability Insurance. The Association shall at a minimum carry and maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas located in the Real Property insuring the Association with limits not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and if applicable, garage-keeper’s liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 9.04. Minimum Bonding Requirements. The Association shall be required to maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

- (a) Name Association. All such fidelity bonds shall name the Association as an obligee.
- (b) Amount. Such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association.
- (c) Waiver. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” of similar expression.
- (d) Cancellation. Such fidelity bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days written notice.

ATTEST:

This Restatement of By-Laws is effective as of the date first shown above and is adopted consistent with the terms for amendment of By-Laws as stated in the original By-Laws and subsequent restatements and is hereby adopted by the consent of all Directors of the Sherwood Green Association and by a vote of not less than seventy-five percent (75%) of the Owners present at the special meeting, called for the purpose of amending the By-Laws by approving this Restatement of By-Laws as indicated by the sign-in/voting pages, attached hereto as Exhibit B, which special meeting occurred at the Sherwood Green Condominiums Clubhouse on December 14, 2011 and was attended by fourteen (14) Owners as indicated by the sign-in and voting sheet attached hereto as **Exhibit B**, at which meeting fourteen (14) of said Owners offered their written consent for amendment of the By-Laws by approving this Restatement of By-Laws. The Association's Secretary acknowledges and affirms said attendance and vote as indicated on the Secretary's Certificate attached hereto as **Exhibit C** and incorporated herein.

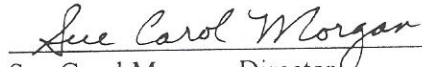
SCM
SSG
DWR
JM
JDC

SCM
SSG
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JDC
DWR

SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.



Jason Millican, Director



Sue Carol Morgan, Director



Mary D. Carter, Director



Dixie W. Ray, Director



John Ginn, Director

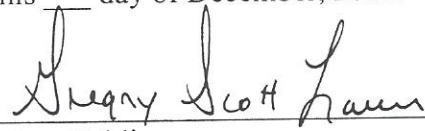
STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jason Millican, Sue Carol Morgan, Mary D. Carter, Dixie W. Ray and John Ginn, who constitute all Board Members of the Sherwood Green Homeowners Association each of whom acknowledged the execution of the foregoing Restated By-Laws.

WITNESS my hand and Notarial Seal this 14th day of December, 2011.

My Commission Expires:

03/01/2018



Notary Public

GREGORY SCOTT LAUER
Written Name MONROE COUNTY, IN

This Document Prepared By: Gregory Scott Lauer, Attorney at Law, Bloomington, Indiana

LEGAL DESCRIPTION SUMMARY

All of the subject real estate is located in part of the North half of the Northeast Quarter of Section 16, Township 8 North, Range 1 West, in Perry Township, Monroe County, Indiana, as more particularly described in the plat cabinets located in the office of the Recorder of Monroe County as follows:

<u>Phase Description</u>	<u>Plat Cabinet/Page Number</u>	<u>Acreage Included</u>
Phase I	B-190	9.823
Phase II – Section 1	B-196	4.267
Phase II – Section 2A	B-208	0.811
Phase II – Section 2B	B-208	0.667
Phase II – Section 2C	B-212	0.442
Phase II – Section 2D	B-212	2.890
Phase II – Section 2E	B-215	0.572
Phase II – Section 2F	B-219	0.345
Phase II – Section 2G	B-217	2.813
Phase II – Section 2H	B-226	0.440
Phase II – Section 2I	B-235	0.433
Phase II – Section 2J	B-236	0.432
Phase II – Section 2K	B-237	0.390
Phase II – Section 3	B-201	4.978
Phase III – Section 1	B-225	2.834
Phase III – Section 2	B-231	9.104
Phase IV – Building 54	B-278	1.250
Phase IV – Building 55	B-271	0.770
Phase IV - Building 61	B-273	0.640
Phase IV – Building 61	B-270	0.640
Phase IV - Section 1A	B-247	0.859
Phase IV – Section 1B, Building 64	B-254	0.477
Phase IV – Section 1C	B-249	0.572
Phase IV – Section 1D, Building 58	B-254	0.431
Phase IV – Section 1E, Building 59	B-264	0.4112
Phase IV – Section 1F, Building 56	B-263	0.639
Phase IV – Section 2B, Building 60	B-264	0.4378
Phase IV – Section 2C, Building 63	B-261	0.566
Phase IV – Section 2L, Building 62	B-269	0.979
Phase IV – Section 2L, Building 62	B-267	0.979

All of the above being subject to easements and rights-of-ways of record.

EXHIBIT A

RECORD OF ROLL CALL AND APPROVAL OF OWNERS

The undersigned, being an Owner of a Lot in Sherwood Green Condominiums, as defined in the foregoing Restatement of By-Laws, and being present at a special meeting called for the purpose of amending the By-Laws which meeting occurred at the Sherwood Green Condominiums Clubhouse on the 14th day of December, 2011, hereby indicates acceptance and approval of the foregoing Restatement of By-Laws by signature on the signature line directly across from the undersigned's name on the roll call line.

Roll Call Record

Approval Record

BERNARD R. WATERS
Printed Name of Owner

Lot Address: 3214 S. EDEN DR.

Janet Lemen
Printed Name of Owner

Lot Address: 3354 EDEN DR.

JUDITH PHARES
Printed Name of Owner

Lot Address: 951 E. WATERLOO

Sue Carol Morgan
Printed Name of Owner

Lot Address: 924 E. Buckingham Dr.

JOHN J. GINN
Printed Name of Owner

Lot Address: 3163 S. EDEN DR.

Bernard R. Waters 12/14/11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Janet Lemen 12/14/11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Judith Phares 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Sue Carol Morgan 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

[Signature] 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Loren D. PAGE
Printed Name of Owner

Lot Address: 541 E. Waterloo Ct.

Loren D. Page 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Lucille R. Hedrick
Printed Name of Owner

Lot Address: 3105 S. Carnaby St.

Lucille R. Hedrick 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Mary Rosalbe Funkhouser
Printed Name of Owner

Lot Address: 1145 Regency Dr.

Mary Rosalbe Funkhouser 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

BRONISLAVA VOLKOVA
Printed Name of Owner

Lot Address: 926 Commons Dr

[Signature] 12-14-11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Chuck Thrasher
Printed Name of Owner

Lot Address: 916 E. Commons Dr.

Chuck Thrasher 12-14-2011
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

VIVIAN I. PETERMAN
Printed Name of Owner

Lot Address: 1145 E. Regency Dr.

Vivian I. Peterman
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

MARY D. CARTER
Printed Name of Owner

Lot Address: 1194 E. Regency Dr

Mary D. Carter 12/14/11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Dixie W. Ray
Printed Name of Owner

Lot Address: 581 E Waterloo Ct

Dixie W. Ray 12/14/11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Jason Millican
Printed Name of Owner

Lot Address: 3204 S. Eden Dr.

[Signature] 12/14/11
Signature and Date

(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Printed Name of Owner

Lot Address: _____

Signature and Date
(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Printed Name of Owner

Lot Address: _____

Signature and Date
(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Printed Name of Owner

Lot Address: _____

Signature and Date
(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Printed Name of Owner

Lot Address: _____

Signature and Date
(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

Printed Name of Owner

Lot Address: _____

Signature and Date
(I acknowledge that my signature indicates my consent to the Restatement of Bylaws)

**SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.
SECRETARY'S CERTIFICATE REGARDING
AMENDMENT OF DECLARATION**

I, Sue Carol Morgan, attest as follows:

1. I am currently serving as Secretary of the Board of Directors of the Sherwood Green Homeowners Association, Inc. (the "Association").
2. On December 14, 2011, at a duly called special meeting, at least seventy-five percent (75%) of those Owners present at said meeting voted in favor of adopting the Restatement of the Code of By-Laws of Sherwood Green Homeowners Association, Inc. as Amended Through December 14, 2011. Specifically, at the subject meeting there were fourteen (14) Owners in SEM attendance at said special meeting, and fourteen (14) SEM Owners voted in favor of adopting the Restatement of the Code of By Laws of Sherwood Green Homeowners Association, Inc. as Amended Through December 14, 2011.
3. The above-referenced attendance and voting record is attached to the Restatement of the Code of By Laws of Sherwood Green Homeowners Association, Inc. as Amended Through December 14, 2011 as Exhibit B.

Sue Carol Morgan
Sue Carol Morgan, Secretary
Sherwood Green Homeowners Association, Inc.

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Sue Carol Morgan, by me known to be the Secretary of the Sherwood Green Homeowners Association, Inc., who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 14TH day of December 2011.

My Commission expires:

03/01/2018

Gregory Scott Lauer, Notary Public

GREGORY SCOTT LAUER
Printed Name MONROE COUNTY, IN