

BYLAWS

HERITAGE HILLS

ARTICLE I

Section 1. Name and Location. The name of the corporation is LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., doing business as HERITAGE HILLS, hereinafter referred to as the "Association." The principal office of the Association will be in Union County, Indiana, at all times.

ARTICLE II

DEFINITIONS

Section 1. "Annual Maintenance Fee" — the dues from each Member for his respective Lot(s) or Membership, representing a portion of the Common Expenses of the Association.

Section 2. "Association" — Libertytree Campground Owners and Members Association, Inc., doing business as Heritage Hills, an Indiana nonprofit, mutual benefit corporation, in which all Owners and Memberships have a membership interest as more described in these Bylaws.

Section 3. "Common Areas" — those areas of land shown on the recorded Campground Plat, properties and any facilities or Improvements that are intended to be devoted to the common use and enjoyment of the Lot Owners and Memberships.

Section 4. "Common Expenses" — the actual and estimated costs to be paid by the Association for the following:

- (a) maintaining, managing, operating and repairing the Common Areas;
- (b) managing and administering the Association, including, but not limited to, compensation paid by the Association to the resident manager, accountants, attorneys and any Association employees;
- (c) providing utilities and other services to the Common Areas;
- (d) providing insurance for the Common Areas and Association;
- (e) paying that portion of any assessment relating to Common Expenses not paid by the Owner or Membership responsible for payment;
- (f) paying taxes for the Association;
- (g) paying for Improvements; and
- (h) paying for all other goods and services designated by, or in accordance with, other expenses incurred by the Association for the benefit of all Owners and Memberships.

Section 5. "Restrictive Covenants" — a legal document recorded in the office of the County Recorder for Union County, Indiana. These covenants are binding to all Owners and Memberships, as well as their families and guests.

Section 6. "Improvements" — repairs and maintenance to all roads, utilities, facilities, structures and their accessories, beyond routine maintenance and any new such items.

Section 7. "Lot" — a plot of land shown upon the recorded subdivision map of the Campground, including all Improvements made on it.

Section 8. "Member" — every person or entity who holds membership in the Association, as described in Article III, Sections 1 and 2, and will mean the same as Owner and Membership.

Section 9. "Owner" — the record Owner, or Owners, if more than one, or the purchaser under a conditional sales contract, of the fee simple title to, or an undivided fee interest in, any Lot that is subject to assessment by the Association. An Owner is also a Member in the Association. This class of Member has the right to use the facilities and the Common Areas in the Campground. This definition is not intended to include persons or entities who hold an interest in a Lot merely as security for the performances of an obligation.

Section 10. "Membership" — the record owner or owners, if more than one, in any Membership that is subject to assessment by the Association. A Membership is also a Member in the Association. This class of Member has the right to use the facilities and the Common Areas in the Campground and have a Lot provided for their use when they visit the Campground, if available.

Section 11. "Campground" — all portions of the Common Areas and Property located generally on SR 101, six miles south of Liberty, Indiana.

Section 12. "Property" — that certain real property and Common Areas located in the County of Union, State of Indiana, and particularly described as:

- (a) Lots 1 through 158 in Section 1 (Woodridge);
- (b) Lots 1 through 298 in Section 2 (Lakeview);
- (c) Lots 1 through 626 in Section 3; and
- (d) Lots 1 through 238 in Section 4 (except lots 13 thru 24).

Section 13. "Special Assessments" — the charge against an Owner and his respective Lot(s) or Membership representing:

- (a) a portion of the cost of reconstructing any damaged or destroyed part or parts of the Common Areas;
- (b) constructing or installing any capital Improvements to the Common Areas;
- (c) Taking extraordinary action for the benefit of the Common Area according to the provisions of the Restrictive Covenants, these Bylaws, or Rules and Regulations of Heritage Hills; or
- (d) the amount due the Association based upon disciplinary proceedings against an Owner or Membership in accordance with the Restrictive Covenants, these Bylaws or Rules and Regulations of Heritage Hills.

Section 14. "Voter" — the Owner or Membership for which the maintenance fee is current or a designated co-owner if a Lot or Membership is jointly owned. A Voter is also known as a Member in good standing. Refer to Article III, Section 2.

Section 15. The preceding definitions will apply to:

- (a) these Heritage Hills Bylaws and to any supplements or amendments to them as well as;
- (b) contracts to purchase a lot and any supplements thereto, unless the context in either prohibits.

ARTICLE III

MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

Section 1. Membership in Association. Every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot or Membership that is subject according to the Restrictive Covenants to assessment by the Association is a Member of the Association. The preceding is not intended to include persons or entities who hold an interest in any Lot in the Campground merely as security for the performance of an obligation. Article II, Sections 8, 9, and 10.

Section 2. Voting Rights. Members will be entitled to one (1) vote for each maintenance fee that has been paid. All Members of the Association who are in good standing are qualified to vote and are subject to one vote per maintenance fee paid; provided, however, that any Member who maintenance fees or assessments are unpaid on the date of any meeting of Members shall not be entitled to vote at such meeting. The vote for such Lot(s) or Membership may be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to Lot(s) or Membership(s). Any action by the Association that must have the approval of the Association Members before being undertaken, will require the vote or written assent of a simple majority of the Members present or voting by mail, unless a specific provision of:

- (a) Restrictive Covenants;
- (b) these Bylaws; or
- (c) the Articles of Incorporation of the Association

requires the approval of a greater percentage of the voting members than a simple majority.

Section 3. Vesting of Voting Rights. The voting rights relating to any Lot(s) or Membership(s) in the Campground will not be valid until the Maintenance Fees and assessments provided for in the Restrictive Covenants or these Bylaws are current.

Section 4. Transfer of Association Membership. An Owner of a Lot(s) or Membership(s) may not transfer their Association membership to another person, except by bona fide sale, inheritance or gift. In the event of such an inheritance, gift, or sale, the Association membership may only be transferred to the person to whom such sale, inheritance or gift is made.

Section 5. Vote by Mail. When it is not possible to vote in person, Members eligible (in good standing) to vote, upon written request, may vote by mail on election of members to the Board of Directors, revisions to the Bylaws, Restrictive Covenants or such other important issues as determined by the Board of Directors. The ballot will be mailed to eligible voters. After casting their vote, the ballot will be folded in thirds on the marked folds, put in a letter size envelope with the voter's signature on the envelope and the letter size envelope will be put in a legal size envelope addressed to the Chairperson of Tellers to be received no less than seven days prior to the designated day to vote.

Section 6. Termination of Membership. Termination of a Membership, as defined in Article II, Section 10, may be secured by giving the Board of Directors a one-year written notice and paying all fees and assessments due for that year plus any delinquencies.

ARTICLE IV

EVIDENCE OF MEMBERSHIP AND TRANSFER

Section 1. Membership Card. The Association may issue cards to Members from time to time as the Board of Directors may deem necessary to insure proper control and identification.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. Annual (electoral) and Special Meetings.

- (a) An annual (electoral) meeting will be held the first Sunday in August. At this meeting a secret ballot vote will elect the members of the Board of Directors. This election must follow guidelines set forth in Article VII, Section 1 and 2. The Members may also transact such other business of the Association as may properly come before them.
- (b) Special meetings may be called as circumstances dictate their need. Refer to Article V, Sections 3 and 4.

Section 2. Order of Business. The President, or in his absence, the Vice President will call meetings of the Members to order and will act as chairperson. The Secretary of the Association shall act as Secretary at all meetings of the Members. In his/her absence, the presiding officer will appoint any person to act as Secretary. The order of business at the Annual (electoral) Meetings, and as far as practicable, to all other Members Meetings will be:

- (a) Proof of notice of meeting or waiver of notice
- (b) Reading and disposal of any unapproved minutes
- (c) Reports of Officers
- (d) Reports of Committees
- (e) Election of Directors
- (f) Unfinished Business
- (g) New Business
- (h) Adjournment

Section 3. Special Meetings. A special meeting of the Members of the Association will be promptly called by the Board of Directors upon:

- (a) The vote for such meeting by a majority of a quorum of the Board of Directors; or
- (b) Receipt of a written request signed by at least 10 percent (10%) of the total voting power of the Association. No business will be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written notice of each meeting of the Members will be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice by first class mail, postage prepaid. Except in emergency situations, not less than ten (10) days notice of any meeting at which Members are required or permitted to take action, will be provided to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice will specify the place, day, and hour of the meeting and the nature of the business to be undertaken at the meeting with the understanding that any old business may be conducted at any annual (electoral) or special meeting.

Section 5. Quorum. The presence of ten percent (10%), either in person or vote by mail, who have voting rights (Article III, Section 2) in said Heritage Hills property will constitute a quorum at all meetings of Members. Less than a quorum may, however, have to adjourn from time to time until a quorum is present. There will be no business conducted at any meeting where fewer than twenty-five (25) eligible voters are present. Article III, Sections 2 and 5 deals with voting.

Section 6. Appointment of Tellers. Prior to any meeting where a vote will be necessary, the Board of Directors will appoint three (3) regular Members, not including any member of the Board, to act as tellers. These tellers will receive and count the ballots cast and certify the results to the President. The person receiving a plurality of the votes cast for each office will carry.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number and Qualification of Directors. The business and affairs of the Association will be managed by a Board of Directors consisting of nine (9) Directors, all of whom will be Members in good standing of the Association.

Section 2. Election and Term of Office. At the first annual (electoral) meeting of the Association, the Members will elect nine (9) Directors. At all times there will be:

- two (2) Director from Section 1 (Woodridge),
- two (2) Directors from Section 2 (Lakeview),
- three (3) Directors from Section 3, and
- two (2) Directors from Section 4.

At the expiration of the initial term of office each respective Director, his successor will be elected to serve a term of two (2) years. The Directors will hold office until their successors have been elected and hold their first meeting. The immediate past President of the Board of Directors shall serve as an advisory member of the Board in addition to those constituting the regular members of the Board for a period of one year following the end of his term as President.

Section 3. Removal. At any regular Board meeting duly called any one or more of the Directors will be removed from office with just cause, as follows:

- (a) Resignation;
- (b) Excessive absenteeism as determined by the Board;
- (c) Unlawful acts in office;
- (d) All Board Members must be bondable.

Section 4. Vacancies. Vacancies on the Board of Directors will be filled by vote of a majority of the remaining Directors, and each Director so elected will serve for the remainder of the term of the director he/she replaces.

Section 5. Compensation of Directors. No Director will receive compensation for any service they may render to the Association. However, a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations will be made by a Nominating Committee. The Nominating Committee will consist of a Chairperson, who will be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee will be appointed by the President of the Board. The committee will serve from the close of one annual (electoral) meeting until the close of the next annual (electoral) meeting. The Nominating Committee will nominate for election to the Board of Directors not fewer than the number of vacancies that are to be filled. Nominations will be made from among Members in good standing. The Nominating Committee must meet during the month of June of each year to establish a slate of qualified Members to be voted upon at the next annual (electoral) meeting of the membership. The Nominating Committee will notify the general membership of a date by which time the membership may submit names of candidates to be considered. Such notification must precede the Nominating Committee's June meeting by at least thirty (30) days. A statement of the attributes and qualifications of each nominee will be prepared by the Nominating Committee and submitted to the President for inclusion in a July newsletter to the membership. Nominations from the floor are permitted.

Section 2. Election. Election to the Board of Directors will be by secret written ballot. The persons receiving the largest number of votes will be elected.

Section 3. Term. The first elected Board will consist of four (4) Directors (consisting of the next four vote totals each); serving one (1) year each, and five (5) Directors serving two (2) years each (consisting of the five highest vote totals each). Each year thereafter, four (4) and then five (5) Directors will be elected on alternate years serving two years each.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Regular and Special Meetings. Regular meetings of the Board of Directors will be held quarterly (once every three months) or as needed during the year, the date and hour to be set by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next accessible day that is not a legal holiday. Notice of the time and place of a regular meeting shall be posted at a prominent place or places within the Common Areas, and communicated to the Directors not less than four (4) days prior to the meeting, unless the time and place of the meeting is fixed by the Directors and duly adopted in these Bylaws. Exception to this notification procedure: A Director may sign a waiver of notice or a written consent to holding of the meeting. Special meetings of the Board of Directors will be held when called by the President of the Association, or by two (2) Directors, other than the President, after not less than three (3) days' notice to each Director. The notice must specify the time and place of the meeting and the nature of any special business to be transacted. Notice of a special meeting will be posted as prescribed for notice of regular meetings (see exception above). Regular and special meetings of the Board will be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a quorum of the Directors, call or adjourn and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session will first be announced.

Section 2. Meetings of Directors. The meetings of the Directors will be held at the Campground or at such place as may be designated by the Board of Directors.

Section 3. Action Without Meeting. The Board of Directors may take any action without a meeting if all members of the Board unanimously consent in writing to the action to be taken.

Section 4. Chairperson; Conduct of Meetings. At the first meeting of the Board of Directors, a majority of a quorum of the Directors will elect a Chairperson and Vice-Chairperson of the Board. The Chairperson will preside over all meetings of the Board held during the Board's term of office. In the event the Chairperson will be absent from any meeting, the Vice-Chairperson will preside. Should both be absent, Board Members present will elect another member to preside over that meeting only. The Secretary of the Association will act as Secretary of the Board of Directors, but in the event the Secretary is absent, the Chairperson or presiding Director may appoint any person to act as Secretary for the meeting.

Section 5. Quorum. A majority (five) of the total number of Directors will constitute a quorum for the transaction of business. Every decision made by a majority of the Directors present at a duly held Board Meeting at which a quorum is present will be regarded as an act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors, on behalf of the Association, will have the right and power to do all things necessary to conduct, manage and control the affairs and business of the Association. Subject to the provisions of the Articles of Incorporation, and these Bylaws, the Board of Directors will have all general powers authorized under the Indiana Corporations code for nonprofit, mutual benefit corporations and will have the following specific powers as set forth in Indiana Civil Code, Section IC.23-17-4-2, et seq, as may be amended or superseded:

- (a) To enforce the provisions of the Restrictive Covenants, these Bylaws, the Rules and Regulations and the Contract to Purchase and any Supplement thereto;

- (b) To maintain fire, casualty, liability, workers' compensation and other insurance insuring the Owners, Memberships, employees, and fidelity bonds and Directors and Officers insurance for members of the Board of Directors;
- (c) To obtain maintenance, utility, gardening and other services benefiting the Common Areas and to employ personnel necessary for the operation of the Campground and for legal and accounting services;
- (d) To purchase materials, supplies and the like for the maintenance and repair of the Common Areas;
- (e) To pay all taxes and Special Assessments that would be a lien upon the Common Areas, and to discharge any lien or encumbrance levied against the Common Areas;
- (f) To pay for reconstruction of any portion of the Common Areas damaged or destroyed;
- (g) To make adjustments to the Maintenance Fees in an amount of no more than a total of three percent (3%) annually, with any greater increase to be approved first by a vote of the membership;
- (h) To establish billing and credit terms which includes the right to charge a reasonable rate of interest;
- (i) To set the amount of any Special Assessments; however, members will be asked to approve by vote amounts in excess of \$10,000 total per fiscal year;
- (j) To borrow money as necessary; however, Members will be asked to approve by vote amount in excess of \$25,000 total per fiscal year;
- (k) To delegate its powers;
- (l) To enter upon any Lot when necessary in connection with maintenance of utilities or Improvements for which the Board is responsible, and returning said lot to original state;
- (m) To expand and/or add Improvements;
- (n) The Board or its agents have the right to enter any Lot for the purpose of necessary maintenance or repair as described in the Restrictive Covenants or these Bylaws. Owners of Lots in a state of disrepair will be sent notification of the Board's intent to clean up or repair their Lot by certified mail, return receipt requested, thirty (30) days prior to the Board acting upon it. The Board will levy a fee against the Owner to pay any expenses incurred.

Section 2. Duties. The Board of Directors on behalf of the Association will perform and execute all of but not limited to, the following:

- (a) Provide water, electricity, garbage and trash collection and other necessary utility services for the Common Areas;
- (b) Provide insurance for the Common Areas, the Board, and the Association in such amounts and such coverage as the Board may determine necessary.
- (c) Pay all real and personal property taxes and assessments that the Association is required to pay for on the Common Areas pursuant to the terms and provisions of the Restrictive Covenants or by law, unless separately assessed to the Owners; provided, however, that it will be the obligation of each Owner to pay his respective share of the tax assessments levied on the Campground prior to separate assessments by the Tax Assessor pursuant to the Indiana Revenue and Taxation Laws;
- (d) Maintain and repair the Common Areas and all Improvements thereon in accordance with the provisions of this Article entitled "Powers and Duties of the Board of Directors";
- (e) Provide any other goods and services that the Association is required to pay for pursuant to the terms and provisions of the Restrictive Covenants or by law, or which the Board of Directors may deem to be necessary or proper for the operation of the Association, for the benefit and/or for the enforcement of the Restrictive Covenants; and for such equipment for the Common Areas as the Board will determine is necessary or desirable and the Board will have the exclusive right and duty to acquire and maintain the same for the Common Areas;
- (f) Cause financial statements for the Association to be prepared and presented at regularly scheduled meetings in accordance with these Bylaws and as follows:
 - (1) A Budget for each fiscal year will be distributed not less than sixty (60) days before the beginning of the fiscal year.
 - (2) A quarterly report of the current budget and expenditures to date and a projected budget for at least one additional year.
 - (3) An annual report consisting of the following will be distributed within ninety (90) days after the close of the fiscal year.
 - (a) A balance sheet as of the last day of the Association's fiscal year;
 - (b) An operating (income) statement for the fiscal year;

- (g) Assume and pay out of the assessments provided for in the Restrictive Covenants and these Bylaws, all costs and expenses incurred by the Association in connection with the performance and execution of all of the powers and duties set forth in these Bylaws;
- (h) Regarding formulating and enforcement:
 - (1) Formulate and adopt rules and regulations for the operation of the Common Areas and facilities;
 - (2) Enforce all applicable provisions of the Restrictive Covenants, the Articles of Incorporation, these Bylaws and such rules and regulations of the Association;
 - (3) Enforce all adopted documents pertaining to the ownership, use, management and control of the Campground;
 - (4) To prescribe the standards of conduct for Members and their guests in using the properties and facilities and to establish penalties for an infraction thereof.

Notice of adoption of any such rules and regulations, and of any amendments or repeal thereof, will be given in writing to each Member. In the event of any conflict between such rules and regulations and the Restrictive Covenants, the Restrictive Covenants will control.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration and Qualifications of Officers. The officers of this Association will be a President, Vice-President, Secretary, and Treasurer elected from among the Directors.

Section 2. Election of Officers. The Board of Directors will elect officers at the first meeting of the Board following the election of the new Board Members.

Section 3. Term. The officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless he resigns sooner, or is removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office at any time with just cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation will take effect on the date of receipt of such notice or at a later time specified. The acceptance of such resignation will not be necessary to make it effective.

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

Section 7. Multiple Offices. No officer shall hold more than one office.

Section 8. Duties. Duties of the officers are as follows:

- (a) **President:** The President will manage and supervise the affairs and personnel of the Association; will preside and preserve order at all Association meetings; will see that orders and resolutions of the Board of Directors are carried out; see that all officers and Board Members perform their respective duties; will appoint all committees; will co-sign all leases, mortgages, deeds, and other written instruments, and will co-sign all checks and promissory notes. In meetings the President will decide all questions of order subject to an appeal to the Association, and when a tie vote is cast he will have the deciding vote and will announce the results of all votes. He will act as chairperson at all Board of Directors meetings. The President will be an ex officio member of all committees except the Nominating Committee. The President must be bonded.

- (1) The immediate past President will serve in an advisory capacity to the Board, for a period of one year.
- (b) **Vice-President:** The Vice-President will assist the President and perform all duties assigned to him. In the absence of the President, he will perform the duties of the President. In case of a vacancy in the office of President, the Vice-President will fill the vacancy. The President's successor will appoint a temporary Vice-President to fill his vacancy for the balance of the term. Any person filling a President's vacancy must be bonded.
- (c) **Secretary:** The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; will record attendance at Board meetings; will co-sign all contracts, leases or other instruments executed in the name of or on behalf of the Association; serve notice of meetings of the Board and of the Members, and will perform other duties as required by the Board. The Secretary shall have custody of the minute book, and records for the Association.
- (d) **Treasurer.** The Treasurer will receive and deposit in appropriate bank accounts in Indiana all moneys of the association and will pay all bills and accounts owed by the Association as directed by resolution of the Board of Directors; will co-sign all checks and promissory notes of the Association; keep proper books of account; see that all Maintenance Fees and Special Assessments, including fines, are paid to the Association; cause an internal audit of the Association books at the completion of each fiscal year as provided for in these Bylaws; will prepare and present at regular Board meetings a quarterly report of the current budget and expenditures for the current year and the budget for at least one additional year; and will prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual (electoral) meeting, and deliver a copy of each to the Members. The Treasurer must be bonded. The Treasurer's books will require an internal audit in the event he resigns or otherwise leaves office before the end of his term.

Section 9. Compensation of Officers. No officer will receive any compensation for services performed for the Association. However, an officer may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE XI

RESIDENT MANAGER

Section 1. Responsibilities. The Resident Manager's responsibilities include: supervision of the upkeep of the Common Areas; enforcement of the Restrictive Covenants, Bylaws and Rules and Regulations of the Campground; keep regular office hours; inform the President or Board of situations that require their involvement; hire employees as necessary to perform maintenance and repair of the Common Areas and facilities; and such other duties and responsibilities as the Board may determine. Duties and responsibilities are defined in more detail in the Resident Manager's job description.

ARTICLE XII

COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Owners of Lots(s) and Membership(s), are obligated to pay the Association the following:

- (a) Annual Maintenance Fee;
- (b) Special Assessments;

The Annual Maintenance Fee and Special Assessments, together with interest, costs, and reasonable attorneys' fees for a collection thereof, will be a charge on the Lot or Membership against which it is assessed and will be a continuing lien until all fees and fines incurred by the Owner or Membership are paid in full. Further, the assessment for each Lot and Membership, together with all costs of collection in the event of delinquency, will be the personal obligation of the Owner of said Lot or Membership at the time said assessment fell due. All delinquent fees and assessments will be collected by the Association in accordance with the provisions of Restrictive Covenant No. 25 and these Bylaws.

Section 2. Purpose and Basis of Assessments. All assessments levied by the Association will be used exclusively to maintain the Common Areas and to promote the recreation, health, safety, and welfare of the Members. The Association, through its Board of Directors, will levy and collect assessments from each Lot and Membership so that the total collected is sufficient to cover all expenses incurred by the Association in connection with the performance and execution of its powers and duties as set forth in the Restrictive Covenants, these Bylaws, and Articles of Incorporation. The Board of Directors will have the authority to increase the Maintenance Fee annually; however, the increase will be limited to make adjustments to the Maintenance Fees in an amount of no more than a total of three percent (3%) annually, with any greater increase to be approved first by a vote of the membership. The Board of Directors will have the authority to set the amount of any *Special Assessments* up to \$10,000 total per fiscal year. Any Special Assessment above \$10,000 per fiscal year must be approved by the Members.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors will fix the amount of the Annual Maintenance Fee against each Lot and Membership at least thirty (30) days in advance of each Annual Maintenance Fee period, and send written notice of the Annual Maintenance Fee to every Members. Due Dates for all assessments levied by the Association will be established by the Board of Directors.

Section 4. Waiver Prohibited. No Member may waive or avoid liability for any assessment for any reason including, but not limited to:

- (a) Nonuse of the Common Areas or any portion thereof; or
- (b) Abandonment of his Lot or Membership.

ARTICLE XIII

COMMITTEES

Section 1. There will be standing committees as follows: "Building Committee", "Security & Safety", "Elections", "Finance Committee", "Maintenance Committee", "Recreation Committee", and "Improvements Committee".

- (a) Building Committee. The Building Committee will be composed of three (3) to seven (7) members, one of whom will be a member of the Board of Directors. The committee will function as the consulting agency for any Owner desiring to make Improvements to his property. They will have the responsibility of reviewing, recommending and studying, approving or disapproving improvement plans in accordance with:

- (1) The Appropriate Restrictive Covenants as shown on the Subdivision Plat, these Bylaws and Rules and Regulations;
- (2) All legalities pertaining to ownership of properties within the Campground;
- (3) Any Governmental regulations affecting what property owners can legally do pertaining to lot Improvements;
- (4) All standards adopted by the committee and the Board of Directors

The Resident Manager will also be able to approve permits for Improvements to Lots submitted by Owners in accordance within the above guidelines and in the Rules and Regulations.

The Committee will also perform such other functions as may be from time to time directed by the President or the Board of Directors. Any decision of the committee may be appealed to the Board of Directors by any person aggrieved by such decision.

(b) Elections. The Elections Committee will be composed of three (3) to seven (7) members, one of whom will be a member of the Board of Directors. The committee's responsibilities will include the following:

- (1) Conducting all bona fide Association elections, which include but are not limited to:
 - (a) Members of the Board of Directors;
 - (b) Recalls; and
 - (c) Referendums.
- (2) Preparing ballots for all ballot elections;
- (3) Counting ballot votes;
- (4) Placing ballots with the Secretary for two years.

It is responsible for making recommendations for revisions to these Bylaws and Restrictive Covenants. The committee will perform such other functions as may be designated from time to time by the President or the Board of Directors. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

(c) Recreation Committee. The Recreation Committee will be composed of three (3) to seven (7) members, one of whom shall be a member of the Board of Directors. The committee's responsibilities will include the following:

- (1) Planning all recreation activities for each camping season;
- (2) Publish the annual activities calendar to be mailed with the annual Maintenance Fee billing in February each year. In addition it is their responsibility to secure helpers and carry out all planned activities;
- (3) Being in charge of the game room and the supervision of the game room;
- (4) Securing helpers to carry out all planned activities;
- (5) Having an adequate amount of petty cash for recreation activities;
- (6) Scheduling of periodic meetings with the youth for their input and planning toward additional youth responsibilities.

The Committee will perform such other functions as may be designated by the President or the Board of Directors from time to time. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

(d) Maintenance Committee. The Maintenance Committee will be composed of three (3) to seven (7) members, one of whom will be a member of the Board of Directors. The committee's responsibilities will generally lie with the care and maintenance of all Common Areas in the Campground including the following: The committee will report any violations of established standards to the Resident Manager or the Board or both, depending on the situation.

- (1) Drafting for approval by the Board and periodically reviewing safety standards and practices for the use of all Common Area facilities in the Campground.
- (2) Drafting for approval by the Board and periodically reviewing health and sanitation standards of the various areas in the Campground.
- (3) Serving as the Association liaison with appropriate governmental agencies.
- (4) Monitoring the swimming facilities belonging to the Association:
 - (a) Drafting for approval by the Board and periodically reviewing the safety standards and practices for the use of the swimming facilities in the Campground.
 - (b) Monitoring upkeep, cleanliness and sanitation of the pool
- (5) Monitoring care and maintenance of the Campground lakes.
 - (a) Drafting for approval by the Board and periodically reviewing the safety standards and practices for the use of lakes.
 - (b) Recommending stocking of the lakes with fish.

- (6) Monitoring adequacy of water supply and pressure to all Sections and all Lots in Campground.
- (7) Monitoring adequacy of electric power to all Sections and all Lots in Campground.
- (8) Monitoring condition of roads within Campground.
- (9) Make recommendations for projects for regular work days for volunteers posted two weeks in advance on bulletin board.

The committee will perform such other functions as may be designated by the President or the Board of Directors from time to time. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

- (e) **Finance Committee.** The Finance Committee will be composed of three (3) to seven (7) members, including the Treasurer of the Board of Directors. The following are among its responsibilities:

- (1) Reviewing and auditing expenditures of the other committees.
- (2) Reviewing the status of dues and membership assessments.
- (3) Assisting to keep current records of Members of the Association.
- (4) Assisting with the billing of maintenance fees and assessments, when necessary.
- (5) Assisting with the preparation of the budget.
- (6) Assisting with the preparation of financial statements for regular meetings.

This committee will perform such other functions as may be designated by the President or the Board of Directors from time to time. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

- (f) **Improvements Committee.** The Improvements Committee will be composed of three (3) to seven (7) members, one of whom will be a member of the Board of Directors. Its responsibilities will include the following:

- (1) Directing investigations and studies of matters relating to:
 - (a) The long term future of Heritage Hills; and
 - (b) Improvements to the Common Areas belonging to the Association
- (2) Consulting with local, state, and regional officials and organizations involved in community planning.
- (3) Making periodic progress reports to the Board of Directors.
- (4) Making recommendations for Improvements relating to the Campground or Campground facilities to the Board of Directors.

This committee will perform such other functions as may be designated by the President or the Board of Directors from time to time. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

- (g) **Security and Safety.** The Committee will be composed of three (3) to seven (7) members, one of whom will be a member of the Board of Directors. The committee's responsibilities will include the following:

- (1) Overseeing the procedures, duties, and actions of the Campground security guards.
- (2) Watching for possible Improvements to the Campground that would make it a safer and pleasant place to camp by making suggestions through appropriate channels:
 - (a) Informing Resident Manager of any safety hazards and their possible solution.
 - (b) Recommending safety related improvement suggestions to the Improvements Committee.

This committee will perform such other functions as may be designated by the President or the Board of Directors from time to time. Any decision of the Committee may be appealed to the Board of Directors by any person aggrieved by such decision.

- (h) The Resident Manager will be an ex-officio member of all standing committees.

1 August 1993

Section 2. Special Committees. Special Committees may be appointed from time to time to perform such functions as may be set out and designated by the Board of Directors. Such committees may be made permanent, or may perform a single service or project.

Section 3. Committee members and Committee Chairpersons of all committees will be approved by a majority of the Board of Directors.

Section 4. Each committee will prepare an annual budget for its proposed expenditures which will be submitted to the Treasurer and Finance Committee for review and inclusion in the annual budget to be presented to the Board of Directors for approval.

Section 5. Each member of a committee will be entitled to reimbursement from Heritage Hills for expenses incurred in the discharge of his/her responsibilities and duties, provided such expenditure is approved in advance by the Board of Directors.

ARTICLE XIV

INSPECTION OF BOOKS AND RECORDS

Section 1. The membership register, books of account and minutes of meetings of the Members, of the Board of Directors and of any and all Committees, will be made available for inspection and copying by any Member of the Association, or by his duly-appointed representative at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Campground as the Board will designate.

Section 2. The Board will establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Appointment as to when such an inspection may be made; and
- (c) The cost of reproducing copies of documents requested by a Member.

Section 3. Every Director will have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE XV

RULES AND REGULATIONS

The Board of Directors will publish and put into use such rules and regulations as it deems desirable for governing the use of the facilities of the Campground and the conduct of the Members of the Association, their families, guests and visitors, giving due regard to the recommendations of the appropriate committees. Such rules and regulations may be altered, at any time by action of the Board of Directors. A copy of the current rules and regulations will at all times be maintained by the Secretary and available at the office of the Campground.

ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may not be altered for a two (2) year period without the consent of two thirds of the Members present at any regularly scheduled, or special meeting for which notice is given of the intention to make such change. At the end of two (2) years, these Bylaws will be reviewed. Written notice, setting out the proposed changes will be given in accordance with the procedures set out in Article V, Section 4.

Section 2. In case of any conflict between the Articles in Incorporation and these Bylaws, the Articles will control, and in the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants will control.

ARTICLE XVII

MISCELLANEOUS

Section 1. The fiscal year of the Association will begin on the first (1) day of March and end on the last day of February of every year, except that the first fiscal year will begin on the incorporation date of October 1, 1992.

Section 2. Except as otherwise provided in these Bylaws and by law, checks and promissory notes, drafts, orders for the payment of money and other evidences of indebtedness of the corporation will be signed by the Treasurer and countersigned by the President. Any contract, lease or other instrument executed in the name of and on behalf of the corporation will be signed by the Secretary and countersigned by the President.

**LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS
ASSOCIATION, INC.**
an Indiana corporation, DBA Heritage Hills

BY: _____
President

ATTEST: _____
Secretary

These Bylaws were duly adopted by a majority vote of the Members of Heritage Hills at a meeting held 1 August 1993.

LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., DBA HERITAGE HILLS CAMPGROUND

RULES AND REGULATIONS REVISED - March 2013

Libertytree Campground is a Not-for-Profit Members Association doing business as Heritage Hills Campground (Campground). All members, those in contract to purchase, and all guests shall be bound by the Restrictive Covenants as written and filed with Union County, Indiana on June 21st 1976, as well as the Bylaws of Heritage Hills as written on August 1st 1993 and these Rules and Regulations (Rules). The Board of Directors (Board) reserves the right to revise or update the Rules at its discretion, as stated on page 13, ARTICLE XV of the Bylaws of Heritage Hills Campground. All revisions made after the updated rules have been released each season shall be available in the office, and on the bulletin board for member review at the discretion of the board.

- New property owners must register with the Campground Office within 14 days of purchase and produce a copy of the deed. A copy will be kept on file.

I. PROHIBITED ACTIVITIES AND BEHAVIOR

1. **Destruction of Property:** Damage or destruction, either intentional or unintentional, to any and all property of the Campground, including but not limited to all common areas, offices, clubhouse, pool, outbuildings, equipment and entrance and exit gates, will not be tolerated.
Members shall be held responsible for any actions by themselves and their guests that result in any damage to Campground property. The Resident Manager and/or Board shall assess any fines or fees against the responsible member necessary to recover the cost of repairs, including labor.
2. **Abuse of Personnel:** Physical or verbal abuse of Campground personnel is prohibited. This prohibition includes any threatening or aggressive overtures or aggravated physical contact with any Campground employee, Board member or persons contracted to work for the Campground.
 - a. Any member who acts in a verbally or physically threatening manner will be subject to a fine as well as possible further action to be determined by the Board.
 - b. Any guest who acts in a verbally or physically threatening manner will be asked to leave the Campground immediately and banned from the Campground. Further action may be taken as determined by the Board.
3. **Nuisance:** Any conduct that shall cause annoyance or discomfort to other persons using their individual lots, rental lots, roadways or common areas of the Campground is prohibited.
4. **Business:** No lot in the campground shall be used to conduct a business or profession except as may be indicated on the recorded plat of the said campground, and noxious, unlawful or offensive activities shall not be carried on upon any lot, nor shall anything be done upon any lot which shall be come a nuisance to the neighborhood as stated in the Restrictive Covenants.
5. **Abusive Language:** Abusive language in the Campground is prohibited so as to keep a family friendly environment.
6. **Firearms:** Firearms (handguns or long arms) are prohibited inside the Campground, regardless of license or permit status. This includes air rifles and BB guns.
7. **Alcoholic Beverages:** Alcoholic beverages are prohibited in the game room and at meetings.
8. **Pets:** Pets are permitted in the Campground subject to the following:
 - a. All pets must be contained on their owners' lot.
 - b. All dogs must be walked on a leash and kept in control
 - c. Owners are responsible for cleaning up after their pets in all areas of the campground.
9. **Dances and Activities:**
 - a. Any dance or activity that is excessively loud or out of control shall be closed down by the supervisor of the event, Resident Manager, or a member of the Board.
 - b. Any member becoming intoxicated, abusive, or out of order will be asked to leave the function and will be escorted to their campsite by security. Any guest becoming intoxicated, abusive, or out of order will be escorted from the Campground.
 - c. In any case if outside law enforcement needs to be called to the event it will be shut down.
10. **Fireworks:**
 - a. Fireworks are prohibited except for the following designated times: From the Friday before until the Sunday after Memorial Day, The Fourth of July, Labor Day, and New Year's Eve.
 - b. Fireworks will be allowed on the above designated days at your own risk. Members will be held liable for any damage caused.
 - c. Fireworks are prohibited on any common ground except for the center area of the ski slope.
 - d. Fireworks are prohibited between the hours of 11:00 p.m. and 8:00a.m.

II. VEHICLE RESTRICTIONS

1. **Motor Vehicles:** (excludes golf carts)
 - a. Mopeds, all-terrain vehicles, rail buggies, dirt bikes, go karts, John Deere Gators, Work Horses, tractor trailers, and power scooters are prohibited in the Campground. Such vehicles will not be licensed as permissible vehicles in the Campground. This restriction does not apply to the vehicles grandfathered in prior to the 2009 season.
 - b. The speed limit in the Campground is 10 miles per hour. Members and guests must obey all traffic signs and or road markings
 - c. Any operator of a motor vehicle must have a valid driver's license as required by state law. All vehicle laws of the State of Indiana will be enforced.
 - d. No motor vehicle is permitted on a lot without a valid and current license plate. The owner of any unlicensed motor vehicles must remove said vehicle within 30 days of written notice or be subject to a \$300.00 fine plus removal fees.

LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., DBA HERITAGE HILLS CAMPGROUND

2. Tanglewood Area: Yard waste is permitted to be disposed of in the Tanglewood area subject to the following rules:
- No dumping is permitted in this area except natural growth. Tree branches, leaves and grass only. The containers or bags that are used for the transport of leaves and grass must be removed.
 - No dumping of construction material new or old.
 - No dumping of hazardous waste, refrigerators, air conditioners, batteries or any and all other items containing PCB's.
 - No bringing in waste from outside the Campground.

Anyone caught dumping items in the Tanglewood area in violation of these rules will be subject to a fine.

IV. USE OF COMMON AREAS, POOL, AND CLUBHOUSE

1. Common Areas: Any member using the Campground common areas, including but not limited to roads, lakes, pavilions, outbuildings, and parking areas shall be subject to the following rules:
- Motor vehicles and golf carts are prohibited where signs are posted.
 - No motor vehicles or golf carts shall be operated or parked on the dam.
 - No motor vehicles or golf carts shall be parked on the causeway.
 - No person possessing land that connects to a common area may impede anyone from entering or traveling through that common area by building structures, planting trees or bushes, leaving items to block access, or putting in obstacles that would prevent normal travel through the area.
The board reserves the right to remove any obstacles and charge the responsible party for any cost associated with the removal of said obstacles or impediments.
 - Campground lakes
 - All boats must be clearly marked with section and lot number and must be kept in good working order.
 - Gas power motors are prohibited on the fishing lakes. Electric trolling motors are allowed on the fishing lakes.
 - No swimming in the lakes.
 - Children under the age of 14 must be accompanied by an adult on and around the lakes.
 - Anyone fishing in the lakes must have on their person a Campground-issued Fishing Pass. Random pass checks may be performed.
2. Swimming Pool Area: Any member using the swimming pool area, including the swimming pool, surrounding walkways, bathhouse, restrooms, decks and playground areas adjacent to the swimming pool on the Campground is subject to the following rules. While the Pool Attendant is a Campground employee, the Pool Attendant is NOT a lifeguard, nor does the Pool Attendant possess any type of medical certification. The Pool Attendant's sole purpose is to oversee the pool area and ensure that the following rules are enforced. The swimming pool operates on a SWIM-AT-YOUR-OWN-RISK basis. The Campground is not liable for any injury that occurs in the Swimming Pool Area. The Pool Attendant will have the ultimate authority over anyone in the swimming pool area to enforce the following:
- Anyone in the swimming pool area must have on their person a Campground-issued Pool Pass. Random pass checks may be performed.
 - Anyone under the age of 18 years old must have a parent or guardian on the Campground premises.
 - Parents and/or guardians are ultimately responsible for the safety of their children.
 - Parents and/or guardians of children under 18 being dropped off and unattended must sign the register at the pool gate with contact information so you can be reached in case of emergency. The children will not be permitted in the pool unless such information is provided.
 - No children under the age of 10 are permitted in the swimming pool area without Parents and/or guardians supervision.
 - Floats are permitted based on pool occupancy.
 - Street clothing is prohibited in the swimming pool, including cut-offs, cotton t-shirts and shorts. Per the Board of Health, only clothing designed for use as swimwear is allowed in the pool. Children needing diapers must have swim diapers.
 - Smoking is allowed only in the deck area.
 - Food and beverages are only allowed in the deck area.
 - No chairs allowed in the swimming pool. Towels and chairs are allowed in the deck area only.
 - Anyone who cannot swim must have U.S. Coast Guard approved life support while in the swimming pool, infants included.
 - The following behavior is prohibited in the swimming pool: Running, pushing, shoving, diving, dunking, and flipping.
 - Pets, alcohol and glass containers, are prohibited in the swimming pool area.
3. Clubhouse & Pavilions:
- Reservations for use of the Clubhouse must be made at the Campground office. Reservations will be taken on a first-come, first-serve basis, provided no Campground activity is scheduled for the requested date. Two week advance notice is required for reservations.
 - A member must make the reservation and be present at the event.
 - A \$100.00 deposit is required at the time of making the reservation.
 - Security will be authorized to open the Clubhouse prior to the event and will secure it at the close of the event.
 - All areas of the Clubhouse which are used, including inside and outside areas, are to be cleaned.
 - The deposit will be returned if, upon inspection by the Resident Manager, the Clubhouse is clean and no damage has been done to the inside or outside premises.
 - No rental of the Clubhouse is permitted between November 1st and March 31st, unless approved by the Board. If the Board approves rental during this time, a nonrefundable fee of \$50.00 per day will be charged for heat, and removal of trash. A \$150.00 deposit is required at the time of making the reservation.

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- e. "A" lots are considered one lot and shall be treated as such.
- f. Effective April 1, 2013, anyone purchasing two adjoining lots shall pay one Maintenance fee provided that only one RV/Camping unit is present. However, if two RV/Camping units are present, then two Maintenance fees shall be paid. All members with more than two adjoining lots shall be granted a green space lot adjoining each maintenance fee paid. Example: Three adjoining lots shall pay two full fees; four adjoining lots shall pay two full fees. If there is a camping unit on more than one of the adjoining lots then a full maintenance fee must be paid for each lot with a camping unit.
- g. Lots are considered adjoining when they are side-by-side or back-to-back. Corner-to-corner or lots divided by common ground are not adjoining.

VII. QUIET TIME

Quiet time will be enforced between the hours of midnight and 7:00 a.m. During hours designated as quiet time, no person(s) shall create a noise or conversation that may be heard beyond the lot or common area being used by the members or their guests. During these hours all minors (under 18 years old) must be on a supervised campsite unless accompanied by a parent or guardian.

VIII. GUESTS

Any person other than a current member, their spouse, or their child under the age of 18 is considered a guest and is permitted in the Campground subject to all requirements set forth in these Rules. Additionally, the following rules apply to members and their guests:

1. Any member will be held responsible and accountable for the conduct and actions of their guests including guests that rent a lot.
2. Any member allowing a guest to use their property without their presence shall have a written permission slip on file at the office.
3. Members may not allow guests to use their camping unit during the cold weather camping season unless the member is present.
4. No guest shall be permitted to stay in the Campground for more than 14 consecutive days or 18 days in a given month.
5. Guests are not permitted to have guests.
6. There will be no private rental of property.
7. Guest checkout time is 5:00 p.m. If a guest fails to leave by that time, the guest or member responsible for the guest will be charged for an extra day.
8. Violations to these rules will result in an immediate fine to the member responsible for the guest.
9. Effective March 2011, the Board reserves the right to consider charging an additional fee to any Member who wishes to stay at the Campground in excess of 18 days per month, if necessitated by the financial state of the Campground.
 - a. As outlined in Paragraph 20 of the Restrictive Covenants, the Campground is specifically intended to be a weekend, holiday and vacation camping area. Due to the increased costs involved with anyone exceeding this designation, additional fees may be imposed.

IX. CAMPING SEASONS

There will be two (2) camping seasons - A Summer Camping Season and a Cold Weather Camping Season. These seasons are pursuant to the Campground's Restrictive Covenants.

1. Summer Camping Season:
 - a. The Summer Camping Season begins on March 15th and ends on October 31st. Unlimited camping with electric service, water service and other amenities provided will be provided during this time, subject to paragraph 20 of the Restrictive Covenants.
2. Cold Weather Camping Season:
 - a. The Cold Weather Camping Season begins on November 1st and ends on March 15th.
 - b. During the Cold Weather season, water and electric to the lots will be turned off, except to the Clubhouse in the common area, which will remain open during this time. At no time are electric boxes, which are the property of the Campground, to be padlocked or otherwise inaccessible to Campground maintenance personnel for servicing.
 - c. Upon arriving at the Campground, members must retrieve a "Mandatory Check in/out" sheet provided in the box at the front entrance to verify members' arrival time and departure time. This must be dropped off at the office when leaving. If no check in/out sheet is turned in to match the gate system it will be counted as a full day. Members are responsible to turn on and off their own electric and water. If Campground personnel have to turn off your water or electric after your departure, a \$50 fine may be levied.
 - d. Effective January 1, 2007, during the Cold Weather Season, members are allowed to spend 8 days (any time that totals 8 or more hours in a 24 hour period is counted as a day) per month in their camping unit at which time the electric and water may be turned on to their property. If you spend a day or night at another member's property or vice versa during the specified time, this will be counted as part of the 8 days for each party.
 - e. If a member spends more than 8 nights per month on any campsite, the electric and water will be turned off for the rest of the Cold Weather Camping Season. The member will also be asked to leave the Campground, will be called before the board, and a fine will be assessed.

LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., DBA HERITAGE HILLS CAMPGROUND

2. **Manual Vehicles:** Bicycles, tricycles, scooters, and any other conveyance propelled by human power are permitted in the Campground subject to the following rules:
 - a. Manual vehicles can only be operated during daylight hours.
 - b. Riders must obey all traffic signs and markings, including one-way roads.
 - c. Cutting through private property is prohibited.
 - d. Only as many riders as is meant to be.
 - e. No riding near the entrances to the club house and game room or on the back patio.
 - f. Absolutely no manual vehicles on the ramp to the club house
3. **Golf Carts:** Golf Carts, vehicles typically used to transport golfers on a golf course, are permitted subject to the following rules:
 - a. **Inspections:** Golf cart inspections are required annually, to be completed no later than May 31. Inspection times and locations will be listed in the campground newsletter. There will be a \$5.00 fee to obtain the inspection sticker for the golf cart. Stickers are to be placed on the golf cart such that they can be seen from the front.
 - i. After May 31, inspections are made by appointment only, which can be made in the office. The charge will be \$25.00 for the inspection plus a \$25.00 fine UNLESS your golf cart is being repaired. In that case, you must have an inspection form filled out and on file in the office before May 31st the charge will be \$25.00. Members purchasing a new golf cart after May 31st will be allowed to purchase inspection stickers for the \$5.00, provided they can show proof that it was purchased after May 31st.
 - ii. Any driver of a golf cart on the roads after May 31st without a current year inspection sticker will incur a \$25 fine for each occurrence.
 - iii. At the time of inspection, a signed statement acknowledging liability insurance and a signed affidavit of rules are required.
 - iv. Section and lot numbers are to be visibly posted on the front and the back of the golf carts (3 inch letters minimum). If the golf cart is sold, the seller is responsible for removing the numbers.
 - v. Properly functioning headlights and red taillights are required, and must be securely mounted. Flashlights may not be used for headlights or taillights.
 - vi. Upon inspection, if your golf cart is determined to be in violation of these guidelines, a sticker will not be issued and the golf cart in question shall not be permitted on Campground roads until guidelines are met and the cart has been re-inspected and approved by a member of security or the Resident Manager.
 - b. **Driving Age:**
 - i. Operator must be at least 14 years old and have on their person a campground driving permit to drive alone. Any operator under 14 years old must be accompanied by an adult at least 18 years of age sitting beside the driver on the golf cart. To obtain a driving permit proof of age must be provided to the Campground office in the form of the child's birth certificate or other government-issued document. Upon presentation of adequate documents proving the child's age, the child will be issued a driving permit. The driving permit must be with the operator at all times while operating the cart.
 - ii. No one under the age of 18 may operate a golf cart after dark unless he or she possesses a valid driver's license.
 - iii. Children between ages 14 and 18 must have permission of the Golf Cart owner to operate a golf cart. Those between ages 14 and 18 who do not have a Campground-issued driving permit or valid driver's license are not permitted to operate any golf cart.
 - c. **Other Rules for Golf Cart Operation:**
 - i. No more passengers on the golf cart than there are seats - NO STANDING.
 - ii. Golf cart drivers must obey all speed limits, yield and stop signs or markings and one-way roads.
 - iii. Any person determined to be operating a golf cart in a reckless manner may have their rights to operate a golf cart in the Campground revoked.
 - iv. No operation of golf carts through private property.
 - v. No golf carts in areas posted.
 - vi. Guests are not permitted to bring golf carts into the Campground.
4. **Boats:**
 - a. Boats on member's lots must have current and valid tags or may be subject to removal at the owner's expense.
 - b. Boats and water craft on the ponds must be clearly marked with section and lot numbers or they may be removed and stored at the owner's expense.

III. WASTE DISPOSAL

1. **Dumpster Area:** Campground trash is permitted to be disposed of in the trash compactor subject to the following rules:
 - a. Household waste only.
 - b. No building materials.
 - c. No metal or wood materials.
 - d. No furniture or mattresses.
 - e. No air conditioners, refrigerators, appliances, or any and all items containing PCB's.
 - f. No batteries or any other hazardous waste.
 - g. Yard waste must be taken to the Tanglewood area.Anyone caught placing items in or near the dumpster that violate these rules will be subject to a fine.

LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., DBA HERITAGE HILLS CAMPGROUND

V. PROPERTY MAINTENANCE, BUILDING PERMITS, & UTILITIES ASSESSMENT

1. Property Maintenance:

- a. Grass must be cut April 1st through October 31st.
 - i. Grass will be measured on the 15th of every month. If grass is higher than six inches, the Campground will have its maintenance employees cut the grass for a fee of \$100.00, to be charged to the member.
 - ii. A bill shall be mailed out to the member within 5 days of the cutting. If arrangements are not made within 14 days, the fee will be added to the maintenance fee and their gate access shall be removed until paid.
 - iii. All members who have neglected to pay said fine will have a lien placed on their property or may be taken to small claims court and will be responsible for all Court costs the Campground incurs.
- b. Abandoned lots that are not kept clean will be charged the cost of time and labor to clean them up and Article 13 and 14 of the Restrictive Covenants will be enforced.
- c. Heaters and air conditioners must be turned off if the member is away from the Campground for more than 24 hours. The Board, through Management, has the authority to disconnect electric. Management and/or staff will attempt to contact the member prior to disconnecting.
 - i. If Management and/or staff are forced to turn off your power, you will be called before the Board and may be subject to a monetary fine. Do not leave your air conditioner on when you leave the Campground for the week.
 - ii. There is an air conditioner limit of two (2) operable window units or one (1) operable central air unit (not to exceed two tons) per camper.
 - iii. Members having air conditioners not in campers will pay \$100.00 per unit per season. This charge does not apply to permanent residents.
- d. Patio and/or outside lights must be operated only when present on your property. Motion detection lights are acceptable, solar lights are recommended. Management and/or staff have authority to disconnect.
 - i. An additional fee may be imposed by the Board for excessive lighting, including lights remaining on when member is not present.
- e. No visible refrigerators/freezers/household appliances outside.
- f. Hot tubs, washers, and dryers are prohibited.
- g. Pools requiring an electric pump are prohibited.
 - i. Small plastic kiddie pools are allowed unless we are under a conserve water warning
- h. Any unit requiring constant water supply is prohibited, including slip and slides and any similar water toy.
- i. Frost-free hydrant must be on all water spigots.
- j. Alteration of internal components of the electrical pedestals is prohibited. Any maintenance required to the electrical pedestals shall be performed only by Campground personnel.

2. **Building Permit Requirements:** Permits are required for all construction projects at Heritage Hills Campground. Information on construction rules, regulations, and requirements can be found in the front office. Members must obtain a copy of these requirements prior to making building plans.

VI. MAINTENANCE FEES

Maintenance fees are fees and/or special assessments levied by the Board of Directors and charged to members to maintain the common areas, provide electric and water service, operate the office of the Association and/or Resident Manager, and to pay any and all other expenses incurred or authorized by the Bylaws of the Association and/or the Restrictive Covenants.

1. Maintenance fees must be paid on March 1st, June 1st and August 15th of each year.
2. A \$35.00 fee will be charged for any checks returned for insufficient funds. Those whose checks are returned for insufficient funds must make all future payments by credit card, money order or cashier's check ONLY.
3. A \$10 late fee will be applied if payment for maintenance fees is not received within 10 days of the due date. Late fees of \$10 per month will be applied to the past due balance until it is paid.
4. A \$10 late fee will be applied on special assessments or fines if payment is not received within 30 days of said due date.
5. If any installments of maintenance fees or special assessments are not paid when due, then the member's gate access will be revoked and the lot's electric, and water will be turned off.
6. Members behind in maintenance fees will not be permitted to use common areas, swimming pool area, or fishing lakes or participate in Campground activities until all accounts are current.
7. Any member not in good standing is not allowed to use other member's gate card or reside on the premises of another member.
8. Excessive non-payment of maintenance fees or special assessments will result in a lien being placed on a member's lot(s) at the Recorder's Office of Union County, Indiana and all electric and water services will be turned off.
9. If payment of maintenance fees, special assessment or fine has not been paid within one year, the Board of Directors has the right to file a lien on the property with the Union County Recorder's Office and further legal action may be taken.
10. **Ownership of Multiple Lots:**
 - a. Per the Restrictive Covenants, each deeded lot may have (1) one recreational vehicle or motor home, two (2) golf carts and one (1) boat per maintenance fee.
 - b. If more than one (1) camping unit is placed on a lot, a fee of \$15 shall be charged per day until removed. If more than one (1) boat or two (2) golf carts are placed on a lot, a fee of \$10.00 per day will be charged per extra boat or golf cart.
 - c. Two or more lots being combined onto a single deed does not create a platted "A" lot.
 - d. No further platting of lots allowed after January 1, 2005. Adjoining deeded lots purchased prior to January 1, 2005 need not pay an extra Maintenance fee if no recreational vehicles are placed on said lot. After January 1, 2005 and before May 1st, 2007 anyone purchasing more than one adjoining lot must pay half a maintenance fee on each lot above one extra.

LIBERTYTREE CAMPGROUND OWNERS AND MEMBERS ASSOCIATION, INC., DBA HERITAGE HILLS CAMPGROUND

X. ENFORCEMENT OF THESE RULES AND REGULATIONS

he Rules shall be enforced in the spirit of creating a safe community for all members. All members are bound by the Covenants, the Bylaws and the Current Rules. The Resident Manager and the Board have the authority to assess fines and/or remove any guests from the campground who are not complying with the Rules set forth herein.

1. All violations of the Rules will be addressed on an individual basis, in one of the following manners, but not limited to:
 - a. Verbal Warning
 - b. Written Citation
 - c. Appear in front of the Board
 - d. Possible Monetary Fine (up to \$500)
 - e. Criminal Charges filed if deemed necessary

These are not to be read as a disciplinary process. The Board has discretion to choose which consequence(s) are appropriate in light of the violation. Verbal warnings shall be documented in the Campground's security log. All security issues will be documented.

2. Failure to pay any fines will result in the following, with timing of the consequences at the Board's discretion:
 - a. Removal of gate card access
 - b. Suspension of your rights to Campground activities and common ground
 - c. No access to the Campground-pool or fishing lakes
 - d. Removal of access to the electric and water at owned lot
 - e. In accordance with the Restrictive Covenants and Bylaws, all unpaid fines will be addressed with the member by placing a lien on said property or in Small Claims Court. All court costs incurred by the Campground will be added to the fine to be paid.
3. Members behind in fees or fines are not permitted to be guests of other members.

76455

entirely all fees paid thru

MARCH 1, 2

2 TOTAL - 2014

JUNE
AUGUST

RESTRICTIVE COVENANTS FOR SECTION
TOP OF LIBERTY HILLS SUBDIVISION

1. Except as may be indicated on the recorded plat of the Sub-division, each and every lot in said Subdivision shall be used for camping purposes only.
2. No lot in the Subdivision shall be used to conduct a business or profession except as may be indicated on the recorded plat of said Sub-division, and noxious, unlawful or offensive activities shall not be carried on upon any lot, nor shall anything be done upon any lot which shall become a nuisance to the neighborhood.
3. No homemade vehicles or converted buses or similar types of camping vehicles will be permitted on any lot, except by written permission of the Subdivision manager, Liberty Clubs, Inc., an Indiana Corporation, its successors or assigns.
4. General management of the Subdivision shall be conducted by Liberty Clubs, Inc., an Indiana Corporation, hereinafter generally referred to as "the management". Said management function may be discontinued by said Liberty Clubs, Inc., in its sole discretion, either by one year written notice to all lot owners or by voluntary written transfer of management responsibilities to a property owners association formed by at least 25% of the lot owners in said Subdivision.
5. No permanent structures may be built on any lot in said Subdivision, with the exception of preconstructed storage unit not to exceed six (6) feet by eight (8) feet in dimension and not in excess of ten (10) feet tall. In addition, the management of the Subdivision may approve construction of a fireplace or fireplace, a television antenna, or any other structure or improvement which will not serve as an annoyance or nuisance to any neighbor.
6. No more than one recreational or camping vehicle will be permitted on any lot.
7. No animals, except for dogs, cats or other household pets may be kept on any lot and all such household pets which are permitted to enter upon or remain within the campsite must constantly be under the effective control of their owners and not create a disturbance to the neighborhood.
8. No open fires of any kind shall be permitted on any lot, except within the confines of a fireplace or fireplace approved by the management or within a moveable or temporary cooking device that is properly designed to completely contain all flames, embers and ashes at all times. All such fires must be attended at all times and thoroughly extinguished upon completion of use.
9. No camping shall be permitted in any easement area, within the setback areas described in paragraph 11 hereof, or upon any community property, streets or service driveways within the Subdivision.
10. No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the Subdivision. Furthermore, all such vehicles must observe such speed restrictions and noise limitations throughout the Subdivision as established or changed from time to time by the management.

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11. Each lot in the subdivision shall have setback lines as follows: 15 feet from the front property line, 5 feet from each side property line and 10 feet from the rear property line. No recreational vehicle, concrete pad or other structure shall be placed or maintained on any lot within the setback area. Also, those portions of each lot which are contained within the setback areas shall be available as easements for drainage, placement of utilities and access to other areas within the subdivision and an easement is hereby granted to the management for such purposes within said setback areas. However, in the case that a single owner owns more than one lot and advises the management that he desires to have said group of lots considered as a single lot, then, upon approval by the management, said group of lots shall be considered as a single lot in applying said setback requirements.
 12. No hunting, fishing or shooting of firearms shall be permitted within said subdivision except in such areas as may be designated from time to time by the management.
 13. The management, its successors or assigns, reserves the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance. The management or its agents shall be permitted to do so without being classified as a trespasser and without being liable for any damages which may be sustained by the property by reason of their entry or removal of brush, weeds or personal property. The management may charge a fee for the actual cost incurred in undertaking such activities and such fee will be in addition to any management or maintenance fees normally charged and shall be a lien upon the real estate as described hereafter.
 14. All lots, whether occupied or unoccupied, and any improvements thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly by reason of unattractive growth of shrubbery or weeds or by the objectionable accumulation of rubbish or debris or personal property thereon.
 15. No personal property shall be left, abandoned, parked or stored along any service driveway, street, parking area or community property within the subdivision and no stripped down, partially wrecked or junk cars or vehicles shall be permitted anywhere within the subdivision.
 16. Trash, garbage and other waste shall be kept in sanitary containers (preferably having plastic liners) and shall be disposed of at regular intervals. Trash containers shall be kept out of sight except on trash pickup days and all camping and yard tools and equipment shall be kept out of sight except when in use.
 17. Each lot owner is granted the right, privilege and an easement to use all the roadways, streets and public areas shown on the plat of said subdivision, subject to the rules and regulations as from time to time may be promulgated by the management for the proper use and maintenance thereof.
 18. No outside toilets shall be allowed within the subdivision and no disposal of sewage or waste from any lot shall be permitted except through a proper waste collection and treatment system as approved by the Indiana State Board of Health. Until and unless any camp or recreation:

III

vehicle is hooked on to such an approved waste collection and treatment system, all such campers and recreational vehicles shall have their sewage drains sealed for the duration of their stay within the Subdivision. Any persons using camping equipment without holding tanks must use comfort centers provided by the management for disposal of sewage and waste water.

19. No sign shall be erected upon any lot, except for one sign, not more than twelve (12) inches by twenty-four (24) inches in dimension, identifying the owner of the lot, the lot number and the address, each such sign to be approved by the management before placement.

20. The Subdivision is specifically intended to be a weekend, holiday and vacation camping area and no mobile homes, camping trailers or recreational vehicles shall be used as permanent residences therein. Further, no camping vehicle longer than forty (40) feet in length shall be permitted on any lot, unless approved by the management.

21. No minibikes, motorcycles, go-carts or similar vehicles shall be allowed within the Subdivision except in those areas designated by management for their use and storage.

22. No lot owner shall alter the natural drainage on or around his lot so as to adversely affect any neighboring or other lots in the Subdivision.

23. The management shall be entitled to charge an initial management and maintenance fee of \$120.00 per year per lot in the Subdivision. Said fee shall be payable in advance on the first day of March of each year for the next full year, unless different payment terms are agreed upon between management and a lot owner. Management shall be entitled to increase or decrease the amount of said fee and as it deems best in future years by giving thirty (30) days notice of any change in the yearly fee. Said fee shall also constitute a use fee and entitle the lot owner and his family to use certain recreational facilities and amenities which may be constructed by the management on adjacent or nearby real estate. It is understood, however, that this use privilege shall not be exclusive to owners of lots in the Subdivision and said recreational facilities and amenities may be used by members of the general public, such use by all persons being governed by rules and regulations as adopted by the management from time to time.

24. All notices required by these Restrictive Covenants shall be made by mailing said notice by ordinary pre-paid United States mail to the last known address of the lot owner as shown on the records of the management. Said notice shall be deemed to have been completed when said notice is placed in the possession of the United States Postal Service.

25. The management shall have a lien upon the lot of each lot owner for the payment of the said management and maintenance fee for each year. Said lien shall be junior to real estate taxes and any prior recorded mortgage and will be senior to all other debts or assessments. Said lien is to secure the payment of the above said management and maintenance fees and any other charges or assessments which may be validly made by management against any lot or lot owner. Said lien may be placed on record with the Recorder of Union County by management recording a notice thereof and said lien may be foreclosed by bringing an action in foreclosure in

Union Circuit Court of Union County, Indiana after payment of any installment of said management and maintenance fee is more than twelve (12) months delinquent. It is agreed that, upon a finding by said Court showing such a delinquency to exist, management shall be entitled to a foreclosure decree whereby said lot shall be sold by the Sheriff of Union County at public auction after publication in a newspaper of general circulation in Union County, Indiana for a period of three consecutive weeks, said public auction to take place within fifteen (15) days after the last such publication...

26. These Restrictive Covenants shall run with the land and shall be binding upon the purchasers of the lots within the Subdivision, their heirs, executors, successors and assigns. Said restrictions shall be enforceable either by the management, its successors or assigns or by any lot owner in the Subdivision by proper proceedings in the Union Circuit Court of Union County, Indiana. After 10 years from the date of recording hereof, said restrictions may, from time to time, be changed, altered or amended by affirmative vote of the management and by owners of at least two thirds (2/3) of the lots in said Subdivision agreeing to do so in writing and placing same on record with the Recorder of Union County, Indiana.

WITNESS the hand and seal of Liberty Clubs, Inc., an Indiana Corporation, developer of said Libertytree Subdivision, this 30th day of January, 1979.

LIBERTY CLUBS, INC.

By: Wilgus Gibbs
Wilgus Gibbs, President

ATTEST
David A. Federico
David A. Federico, Secretary

OFFICIAL CERTIFIED COPY
TRUE & COMPLETE
BOOK 3 PAGE 32-41
Virginia Bostick
VIRGINIA BOSTICK
RECORDER OF UNION CO.
INDIANA

STATE OF INDIANA)
COUNTY OF UNION) SS:

Personally appeared before me, a Notary Public in and for said County and State, this 30th day of January, 1979, Wilgus Gibbs and David A. Federico, President and Secretary respectively, of said Liberty Clubs, Inc., and acknowledged execution of the foregoing instrument as their free act and deed on behalf of said Corporation for the uses and purposes therein stated.

Notary Public Seal
Commission Expires: Nov 3, 1982

Luc Anne Reid
Notary Public
I reside in Union County, Indiana.

MAR 6 1979
Recorded
W
L
Bostick