

Stardust Hills

Owners Association

Stardust Hills Owners Association Inc.

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Bylaws

Rules and Regulations

Articles of Incorporation

As Amended

March 2011

Amended page 10, 24 and 28 on

August 15, 2011

Amended page 11, on

March 15, 2021

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BYLAWS

I. INTRODUCTION

The Bylaws of the Stardust Hills Owners Association, Inc., in their original form, were adopted by majority vote of member pursuant to Article IX of the Articles of Incorporation which were filed with and approved by the Indiana Secretary of State on December 12, 1985, and pursuant to Indiana Code 23-7-1.1-8. These amended and corrected Bylaws were adopted by the Board of Directors on March 7, 2011.

Hereinafter, in these Bylaws:

“Association” shall mean Stardust Hills Owners Association, Inc.

“Board” shall mean the Board of Directors of Stardust Hills Owners Association, Inc.

“Director” shall be a member of the Board of Directors

II. PURPOSE

The purpose is to establish methods for accomplishing those purposes listed in the Articles of Incorporation.

III. MEANS

1. In order to fulfill the purposes for which it was formed as stated in the Articles of Incorporation, the Association by action of the Board duly elected by the Members will employ all lawful means provided for in the Articles of Incorporation including, but not limited to, the following:
2. Annual dues will be established to fund the operations of the Association.
3. Architectural standards governing the design, construction and maintenance of all improvements within Stardust Hills will be adopted and enforced. These standards will be no more permissive than applicable standards set by governmental bodies, but may be more restrictive.
4. Codes of conduct governing the conduct of residents and their guests, while in or on any of the properties reserved for use by the residents and their guests within Stardust Hills, will be adopted and enforced.
5. Decisions relating to the use, by outside groups, of properties reserved for residents and their guests, with or without the participation of residents, will be made and policies adopted.
6. The Association will exercise the rights granted by the Articles of Incorporation and the recorded covenants to enter vacant or unimproved, privately owned properties for the purpose of mowing or removing debris, with or without the owner's permission. A reasonable charge will be assessed against the property owner for the cost of such clean up. Such assessments will be collectible in the same manner as annual fees.

7. The Association will, after reasonable notice, bring suit against any owner, renter or trespasser to collect unpaid annual dues, to collect assessments, to stop volatile behavior or practices, to enforce architectural standards and to otherwise fulfill the purposes for which the Association was formed.
8. The Association will, through committee or individuals appointed by the Board, maintain dialogue with all of the appropriate governmental bodies and agencies, particularly those with responsibilities over health, fire, safety, police, education, mail, utilities, zoning and other similar services.
9. The Association shall exercise its right to own property, both real and personal and to buy or sell property. The Association is to offer services to residents and others rendering a reasonable charge for such services. The Association can borrow money within the confines of the authority granted by the Board and to pledge property owned by the Association as security for money borrowed.
10. The Association shall in no event take any action intended to benefit any Member, Director, Officer, Employee or any other person or group, other than in the form of reasonable compensation for services performed or property provided.
11. Upon approval by the Board of Directors, the Association will accept legal title to any or all of the properties designated on the recorded plats of Stardust Hills as "Tracts" reserved for the use and enjoyment of the residents of Stardust Hills and their guests, if and whenever such legal title becomes available.
12. The Association will take no action nor adopt any policies or codes calculated, intended or reasonably expected to discriminate against any person or group, or to polarize or politicize the residents into factions or cliques.

IV. MEMBERS

1. GENERAL

Each person who has or hereinafter acquires a title, legal or equitable, to any numbered lot Stardust Hills shall be a Member of the Stardust Hills Owners Association, its assigns or successors.

a. "MEMBERS"

Every Owner of one or more lots within the subdivision known as Stardust Hills will be a "Member" of the Association. "Owner", for all purposes within these Bylaws, shall be the individual(s), group or entity, whose name(s) appear on the public record as owner of any lot or lots. Those immediate family members (defined in IV.A.3) and guest residents of Owners are also Members.

b. ASSOCIATE MEMBER

Renters, their immediate family members and their guest residents will be Associate Members.

c. "IMMEDIATE FAMILY"

"Immediate family" shall be defined as those family members who normally and naturally reside with a Member or Associate Member. Those unmarried children who live away from their parent's home while attending school. Those children who visit a non-custodial parent.

d. STANDING

Members shall be considered "in good standing" if they are current on payment of all assessments, dues and fines.

Members may be declared by the Board to be "not in good standing" if they have not paid all assessments, dues and fines which are due. No such action shall be taken without the Member or Associate Member having been given proper notice and adequate opportunity to comply. If a Member or Associate Member is declared to be "not in good standing" they along with their family and guests will be denied use of any of the Association properties and facilities.

2. MEMBER'S RIGHTS

a. USE OF FACILITIES

Every Member and Associate Member, their immediate families and their guests shall have the right to use all properties reserved for the use of the residents of Stardust Hills and their guests. They may participate in all programs and activities organized and conducted for the Members and their guests, subject only to the Rules and Regulations adopted by the Association and to their membership being maintained in good standing.

b. VOTING

i. ENTITLEMENT

Any Member entitled to a vote at a regular or special meeting of the Stardust Hills Members Association, shall be entitled to one (1) vote regardless of the number of lots owned.

Each Member shall be entitled to only one (1) vote regardless of the number of persons comprising ownership of the property. In the event that those comprising a joint or multiple ownership, which would be entitled to one (1) vote, cannot agree on how to cast that vote, the Board reserves the right to reject all votes on behalf of said ownership.

Associate Members will be invited to attend all Association meetings, but they will not be entitled a vote. Their thoughts and opinions, however, should be sought and considered.

Members not in good standing may attend Association meetings, but will not be entitled to vote.

ii. ABSENTEE VOTES

Any Member entitled to a vote at a regular or special meeting, who cannot attend the meeting may vote by absentee ballot. Absentee votes must be placed in the ballot box located at the Association office and must be received by the designated date. Absentee ballots must be obtained from the Association office.

iii. PROXY VOTES

Any Member entitled to a vote at a regular or special meeting of the Association, may designate another Member in "good standing" to exercise his/her/their right to vote. The member in "good standing" will be required to have written authorization to cast the absent members vote. Upon presentation of that written authorization to the person so designated by the Secretary of the meeting, the proxy shall be honored. A proxy thus granted will be terminated by the attendance of the Member, or of any one of a joint or group ownership, whose right to vote had been previously delegated to another member. Proxy forms must be obtained from the Association office.

3. MEMBER'S DUTIES

a. ANNUAL DUES/FEES

It shall be the duty of every Member to pay such annual dues and assessments as are properly levied. Such payments not made by the required date shall be subject to late charges as designated by the Rules and Regulations. Nonpayment may result in the Member being declared "not in good standing".

b. **CONFORMANCE WITH RULES**

Every Member and Associate Member, by virtue of having acquired an interest in property within Stardust Hills, is bound to conduct themselves in conformance with the Rules and Regulations adopted by the Association. They are further bound to supervise the conduct of their guests in such conformance. Nonconformance with such Rules and Regulations that are continued and not corrected after appropriate notice may result in declaration of the Board that the offending Member or Associate Member is “not in good standing”.

4. REGULAR MEETINGS

a. **FREQUENCY**

A meeting of the Association will be called by the Board no less frequently than annually.

All regular meetings of the Board shall be open to attendance by all Members and Associate Members. The Board’s authority to meet in Executive Session is apodictic. Participation by Members or Associate Members in Board deliberations may be limited or disallowed by the President.

Subjects or issues which Members or Associate Members wish the Board to consider must be presented to the Association Office. The office administrator will notify the Board of said request. The Board requires a 15 day notice for consideration of subjects or issues to be placed on the agenda.

Regular Meetings are held the first Monday of each month. In the event the first Monday falls on a Holiday, the meeting will be held on the second Monday of the month.

b. **PLACE**

All meetings of the Association will be held at the clubhouse, 1000 Small Fry Rd. In the event of the unavailability of the clubhouse, said meeting will take place at an appropriate location within Putman County, Indiana.

c. **TIME**

No meeting of the Association will be scheduled to commence before 6:00 p.m., nor after 8:00 p.m., EXCEPT on a Saturday, Sunday, or holiday on which no meeting will commence before 12:00 p.m. (noon), nor after 8:00 p.m.

d. **QUORUM**

Those Members in attendance at a meeting of the Association will be declared by the presiding officer to constitute a quorum when a majority of the Board is in attendance. No action may be taken by the Board at any meeting except when a proper quorum exists.

- e. MEETING AGENDA
 - i. Call the meeting to order
 - ii. Pledge of Allegiance to the Flag
 - iii. Roll Call
 - iv. Declaration of a quorum
 - v. Review and Vote to accept minutes
 - vi. Review and Vote to accept financial reports
 - vii. Committee Reports
 - 1. Activities
 - 2. Clubhouse Maintenance
 - 3. Grounds
 - 4. Lakes
 - 5. Legal
 - 6. Pool
 - 7. Structural
 - 8. Violations
 - 9. Old Business
 - 10. New Business
 - 11. Special Projects
 - 12. Additional Items
 - 13. Comments of the Audience
 - 14. Adjournment

All regular meetings of the Board shall be open to attendance by all Members and Associate Members, subject to the Board's authority to meet in Executive Session. Participation by Members or Associate Members in Board deliberations may be limited or disallowed by the President.

5. ANNUAL MEETING

No annual meeting of the Members and Associate Members of the Association will be held with less than fifteen (15) days notice. Notice to one person of two or more who are joint owners or members of a group ownership, at the address provided to the Association Secretary, will be deemed adequate notice.

"Notice" is defined as a U.S. Postal Service Mailing sent to the address provided to the Association. The Annual Meeting is held on the third Sunday in October at 2:00 p.m.

a. MEETING AGENDA (Annual Election)

- i. Calling of the roll (and certification of proxies at the annual meeting. Roll call will be accomplished by having those in attendance sign in as they arrive at the meeting. At the annual meeting, certification of voting rights will be verified by the Secretary of the Board.
- ii. Presentment of proof of "Notice" to Members and Associate Members
- iii. Declaration of a quorum.
- iv. Reading of minutes of last Regular.
- v. Reading of Treasurer's report.
- vi. Summary of prior year's activities at annual meeting.
- vii. Report by President of the Board summarizing the year and forecasting upcoming events and issues.
- viii. Open discussion of, and action upon, conditions, activities and issues.
- ix. Announcement of all elective offices to be filled and presentation of a slate in accordance with "Qualifications of Directors" (VI.C).
- x. Nominations from the floor, in accordance with "Qualifications of Directors" (VI.C).
- xi. Vote by acclamation or by paper ballot.
- xii. Tally of all votes cast by absentee ballot, acclamation, paper ballot or proxy.
- xiii. Adjournment

V. BOARD OF DIRECTORS

1. DUTIES

Administration and management of all of the affairs of the Stardust Hills Owners Association, Inc. shall be taken in the name of, or on behalf of, the Association except at the express direction of the Board of Directors.

2. NUMBER OF DIRECTORS

The number of Directors comprising the "Initial Board of Directors" is fixed in the Articles of Incorporation at seven (7). These Articles further fix seven (7) as the least allowable number of Directors and thirteen (13) as the greatest number of Directors. They also provide that the exact number of Directors shall be prescribed from time to time by the Bylaws, provided that under no circumstances shall the minimum number be less than three (3).

3. QUALIFICATIONS

Members of the board must be over the age of twenty-one (21) and must be a Member in "good standing". Each Director must be a Member in "good standing" at the time his or her name is placed in nomination, at the time he or she is elected and at all times while participating in Association business. Any Director not in "good standing" shall be suspended until his or her membership status is returned to "good standing" or until termination of his or her position as a Member of the Board is enforced.

All candidates for the Board of Directors must submit a resume to the current sitting Board by the September meeting. The Board will review the resumes in Executive session. The Board will call all candidates in for an interview to review qualifications and eligibility. The Board shall determine whether such candidate is eligible for election by determining, among other things that said person has no interest that would conflict with the residents of the community. Once approved by the Board the Candidate will be placed on the Ballot.

4. TERM OF OFFICE

The term of a member of the Board shall be three (3) years.

5. TERMINATION

Termination of membership on the Board shall occur when:

- a. Expiration of the term for which he or she was elected.
- b. Resignation, either by formal presentation to the Board of a letter of resignation or by inference of such resignation.
- c. Unanimous affirmation by all of the remaining Directors sitting in a regular meeting.
- d. Death of a Director.

6. OFFICER

- a. The terms of office for all Officers shall expire at the annual meeting of the Association.
- b. In the event the President of the Board vacates the Office of President, the Vice President will assume the Office of President. He/She will serve in that office until the newly elected Board of Directors takes office at the next annual meeting. New officers will be elected, as directed in "First Meeting" (V.G.4.a).

7. MEETINGS

a. EXECUTIVE MEETING

An Executive Meeting may be called at any time by the President of the Board acting alone or upon concurrent action by any three (3) Directors. No Executive Meeting will be held without twenty-four (24) hours notification to all available Directors. Such notification shall include a description of the subjects or issues to be considered. No subjects or issues other than those included in the notification of an Executive Meeting shall be acted upon.

An Executive Meeting is not restricted by the rules for "Time and Place" of Regular Meetings.

Notification: In person, phone or e-mail.

b. EXECUTIVE SESSION

The Board may declare itself to be in "Executive Session" whenever the majority of those Directors in attendance of a regular or special meeting, deem the issue(s) or subject(s) to be considered to inflammatory or personal in nature as to be inappropriate for public deliberation. Executive Sessions of the Board shall be closed to all except Directors and persons invited by the Board to present facts or opinions. Consideration of sanctions against Directors in particular, are matters which should be addressed in Executive Session. The foregoing notwithstanding, there will be no consideration of sanctions, citations or penalties except after appropriate notice to the allegedly offending party. It is absolutely necessary that the party in question has a reasonable opportunity to be heard. An Executive Session is not restricted by the rules for "Time and Place" of Regular and Special Meetings.

Amended on 3-15-2021

An Amendment to Restrict Executive Sessions

Whereas, Indiana Code 32-25.5-3-3(g)(2) directs that each member of a homeowner association shall have the right to attend any meeting of the board except for limited exceptions prescribed by law.

Whereas, said requirement was added to the Indiana Code by P.L. 164-2016 and went into effect on July 1, 2016.

Whereas, the Bylaws have not been amended to reflect this change in Indiana law.

Whereas, the presently enacted bylaws provide the Board with the authority to declare Executive Meetings and Executive Sessions which may exclude Members of the Association.

Whereas, such Bylaw has resulted in litigation against the Association.

Whereas, it is necessary to amend the Bylaws in order to resolve pending litigation against the Association and come into compliance with law.

Section V, Part 7, Subpart a is hereby amended as follows:

- Executive Meetings
 - An Executive Meeting may be called at any time by the President of the Board acting alone or upon concurrent action by any three (3) Directors.
 - No Executive Meeting will be held without twenty-four (24) hours notification to all available Directors. Notification may occur through in person delivery, email, or text message.
 - Notification shall include a description of the subjects or issues to be considered.
 - No subjects or issues other than those included in the notification of an Executive Meeting shall be acted upon.
 - Executive Meetings shall be limited to the following people:
 - Directors;
 - Individuals invited by the Board;
 - An attorney for the board if litigation is being discussed;
 - Any Member who is subject to sanctions, citations, or penalties for delinquent assessments which are being considered by the Board. Notwithstanding this provision, said Member shall only have the right to be present at portions of the meeting at which the Member's delinquent assessments are being discussed.
 - There will no consideration of sanctions, citations, or penalties for delinquent assessments except after appropriate notice to the allegedly offending party. It is absolutely necessary that the party in question has a reasonable opportunity to be heard. The offending party shall be notified in writing at least fourteen (14) days prior to any Executive Session at which any sanctions, citations, or penalties may be issued.

Page 11 b' Replaces #7 a & b

Continuation of An Amendment to Restrict Executive Sessions

- Executive Meetings shall be limited to the following subjects and topics only:
 - To discuss delinquent assessments;
 - To meet in private with legal counsel to discuss the initiation of litigation or to discuss litigation that either is pending or has been threatened specifically in writing. As used in this subsection, "Litigation" includes any judicial action or administrative law proceeding under state or federal law.
- Executive Meetings shall not be restricted by the rules for "Time and Place" of Regular Meetings.

Section V, Part 7, Subpart b is hereby stricken in its entirety:

[Repealed]

This Amendment to Restrict Executive Sessions was duly voted on by the members present at the 3-15-2021 meeting called for that purpose and affirmed by a majority.

c. **VOTING**

With the exception of the President or acting President of the Board, each Director in attendance at any meeting of the Board shall be entitled to one (1) vote on any issue or matter properly brought before the Board. In the event of a tie vote, the President or acting President shall cast a vote in order to break the tie.

d. **ATTENDANCE OF DIRECTOR**

Any Director who is absent from two (2) consecutive regular meetings of the Board without a reason adjudged adequate by the majority of the remaining Directors to be sufficient, shall be deemed to have submitted his or her resignation from the Board. The absent Director shall be notified of this determination and that his or her resignation will be considered at the next regular meeting of the Board.

e. **FIRST MEETING**

The first meeting of the newly formed Board shall be held immediately after the Annual Members' Meeting when the election of the Board of Directors is conducted.

The new Board's first duty will be to organize itself, by electing Officers of the Board for the following year. Officers, each to be elected by a majority vote of the Directors in attendance, are PRESIDENT, VICE PRESIDENT, SECRETARY and TREASURER. No Director may hold more than one of these offices concurrently. However, a Director may hold other positions such as Committee Chairperson or Employee, all or any of which may be tasks for which compensation may be paid.

Committee assignments will be made by the newly elected President. The chairpersons of the committees will be instructed to present a tentative budget to be considered by the Directors at their second regular meeting.

f. **SECOND MEETING**

At their second regular meeting the newly formed Board will consider proposed budgets from all committees and evaluate the financial aspects of all operations for the following year. Based on these considerations, the amount to be charged to Members for annual dues will be established. The Board will consider and adopt terms of payment of annual dues which will be deemed acceptable.

8. REPLACEMENT OF DIRECTORS

Any Member of the Board whose term is prematurely terminated shall be replaced by another Member in good standing elected by majority vote of the remaining Directors. The Replacement Director, thus appointed, shall serve until the next annual meeting of the Association. At each annual meeting of the Association, the election of a Member in good standing to fulfill the unexpired term of the prematurely terminated Director will precede the regular election of Directors to replace those whose terms have expired.

9. COMPENSATION

No person shall be entitled to compensation for his or her service as a Director of the Association. However, a Director may be entitled to compensation for his or her services as an Officer or Employee of the Association as provided by the Board. Every Director shall be entitled to reimbursement for expenses incurred which are reasonably related to his or her duties as a Director.

10. DELEGATION OF DUTIES

The Board is hereby empowered to delegate all or any part of its operational duties to Officers, Employees, Committees or others. Such delegation in no way relieves the Directors from the ultimate responsibility of fulfillment of their duties as Directors of the Association.

11. RULES AND REGULATIONS

- a. It shall be the duty of the Board to adopt, continuously review and amend as needed the Rules and Regulations of the Association. They shall also be responsible for providing a copy of the current Rules and Regulations to all Members and Associate Members and maintaining an adequate supply for future distribution.
- b. In a prior Regular or Executive Meeting, the Board may designate that deliberations and action on specific subjects may be accomplished by means of telephone or personal contact in an informal setting.

VI. COMMITTEES

1. It is reasonably intended that the bulk of the work involved to maintain and improve the "common areas" will be performed by the Members, Associate Members and employees of the Association. Committees formed by the Board will perform specific tasks and have specific rights and duties conferred upon them. All improvements and maintenance are intended to protect the value of the property and enhance the quality of life enjoyed by those persons living within Stardust Hills.
2. The Board shall establish such Committees as it deems necessary to fulfill the purposes for which the Association was formed. The President of the Board shall appoint a Chairperson for each Committee created by the Board. Each Committee Chairperson shall select as many other persons to serve on the Committee as she or he deems necessary to carry out the tasks assigned to that Committee. Such persons may be selected from Members, Associate Members or from outside groups such as law enforcement agencies, medical staffs, etc.

VII. ENFORCEMENT


By authority of the Articles of Incorporation, the Board is hereby expressly given the power to enforce the Rules and Regulations, including any necessary legal action.

These amended Bylaws were approved by a majority vote of the following Board of Directors of Stardust Hills Owners Association, Inc. on the 7th day of March, 2011. The original Bylaws were approved by majority vote on November 9, 1986.

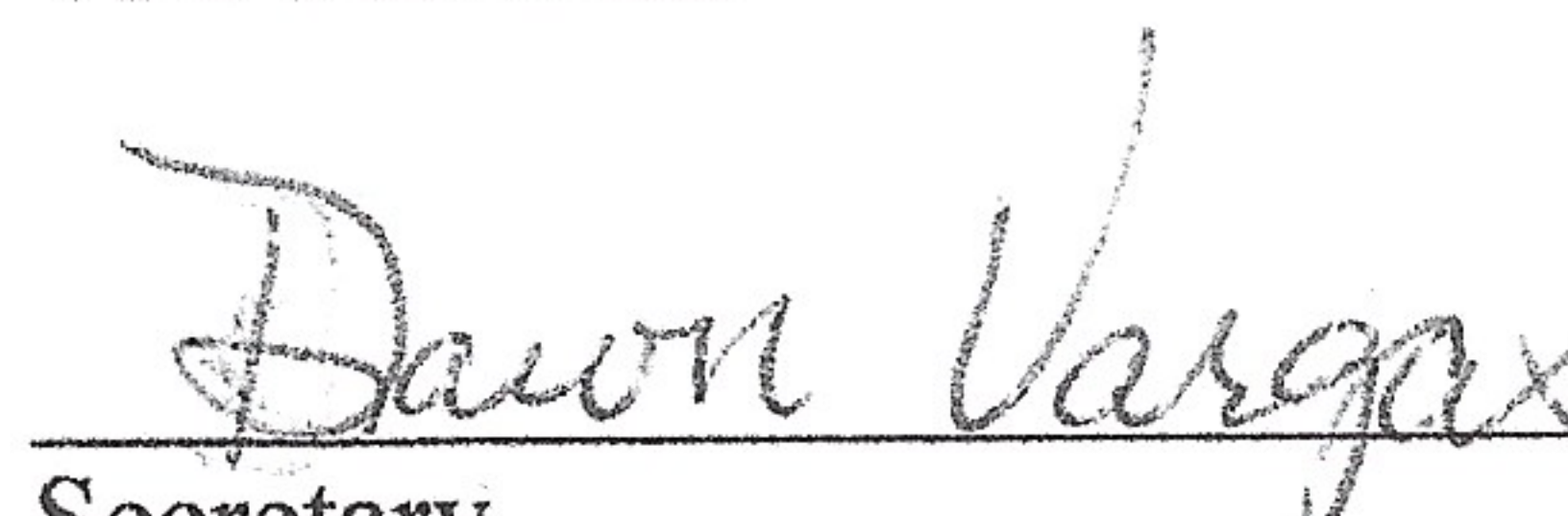
BOARD OF DIRECTORS.



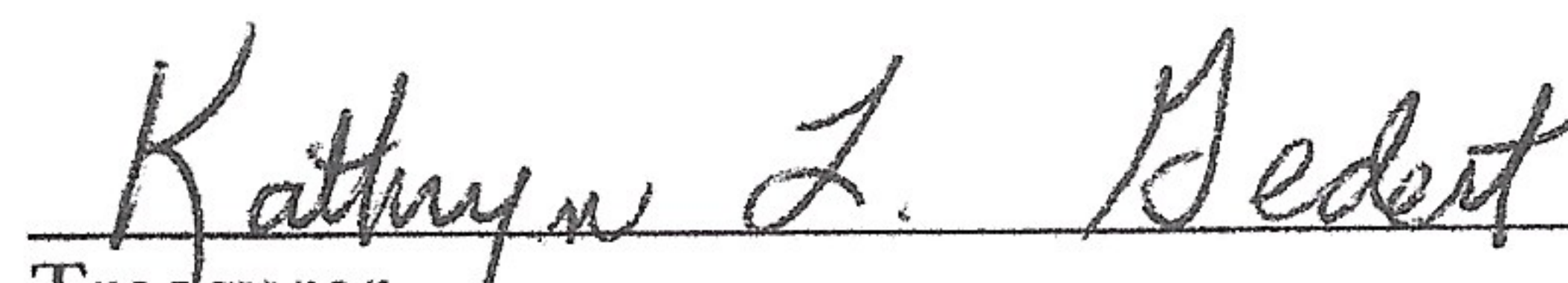
President



Vice President

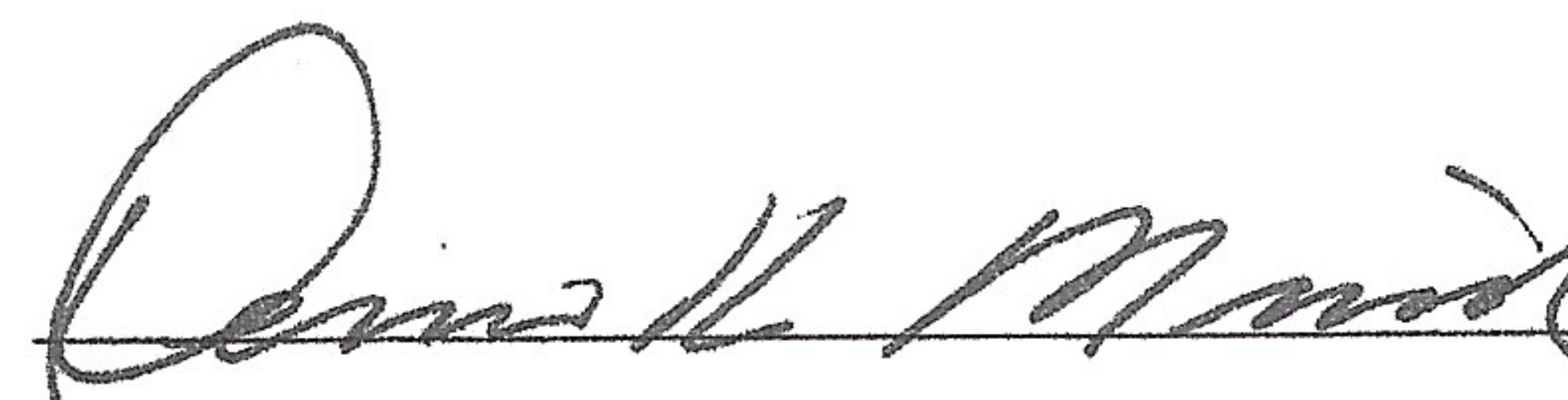


Secretary



Treasurer







CATALOG OF AMENDMENTS TO BYLAWS

March 7, 2011

Amended March 3, 2011, Record Number 110, page 305. Added, A. General

Amended March 3, 2011, Record Number 110, page 308. Added language to D. Regular Meetings, 1. Frequency.

Amended March 3, 2011, Record Number 110, page 308. Deleted D. 2. Notice Regular Meeting.

Amended March 3, 2011, Record Number 110, page 309 . Revised Meeting Agenda, not to include annual meeting agenda.

Amended March 3, 2011. Added E. Annual Meeting, 1. Meeting Agenda.

Amended March 3, 2011, Record Number 110, page 312. Deleted F. Officers, 2.

Amended March 3, 2011, Record Number 110, page 313-314. G. Meetings, Deleted 1. Quorum, 4. Regular Meetings, 5. Special Meetings.

Amended March 3, 2011, G. Meetings, Added 1. Executive Meeting,

Amended March 3, 2011, K. Rules and Regulations added b.

Amended March 3, 2011, Record Number 110, pages 303-317, BYLAWS were rerecorded due to page number changes from the adopted BYLAWS Dated July 14, 1997.

Corrections were made to spelling, sentence structure, diction and grammar. None of these changes were intended to alter the original intent of any BYLAW dated and recorded, July 14, 1997.

An Amendment to Create a Process for Amending the Rules and Bylaws of the Stardust Hills Homeowners Association Inc.

Whereas, Indiana Code 32-25.5-3-9 requires the governing documents of a Homeowners Association to contain provisions allowing owners to amend the governing documents.

Whereas, Indiana Code 32-25.5-3-9 was passed into law into law by Public Law 164-2016 and became effective on July 1, 2015.

Whereas, Indiana Code 32-25.5-3-9 was further amended by Public Law 164-2016 and became effective on July 7, 2016.

Whereas, the Bylaws of the Association were last amended on March 7, 2011.

Whereas, the presently enacted bylaws do not provide for an amendment process as required by law.

Whereas, it is necessary to create an amendment process to bring the Association into compliance with State law.

Whereas, the Association finds it necessary and beneficial to prescribe a process through which the Bylaws may be amended.

The following section, is hereby adopted as a Bylaw of the Association and shall be placed at Section III Subparagraph 13 of the Bylaws.

The Bylaws may be amended by the approval of 51 percent of the vote of the Members present in a duly constituted meeting. Said vote must occur at a meeting duly called for the purpose of considering the amendment. The Notice for any such meeting shall conspicuously state the purpose of the meeting and include a copy of the proposed amendment.

This Amendment to Create a Process for Amending the Rules and Bylaws of the Stardust Hills Homeowners Association Inc. was duly voted on by the members present at the 3-15-2021 meeting called for that purpose and affirmed by a majority.

STATE OF INDIANA)
) SS:
COUNTY OF PUTNAM)

RULES AND REGULATIONS OF STARDUST HILLS OWNERS ASSOCIATION INC.

PURPOSE

A primary purpose of these Rules and Regulations is to establish methods for accomplishing those purposes listed in the Articles of Incorporation and enforcing the Bylaws.

Another general purpose of these rules is to provide a means whereby the undeveloped lots and areas within Stardust Hills designated as parks, pedestrian easements, and all other recreational facilities within Stardust Hills, may be operated, maintained, repaired and replaced. Additionally to provide a means for the promulgation and enforcement of all regulations necessary for governing the use and enjoyment of such parks, pedestrian easements and other recreational facilities within Stardust Hills.

LAW

Federal, State, County and Local laws and ordinances shall be the foremost rules governing all activities of conduct within Stardust Hills. The Association may enact and enforce rules which are more restrictive than those set by governmental bodies.

All Stardust Hills property in the category of roads and streets, access and easement property, lakes, clubhouse, swimming pool, all other recreational property and undeveloped lots are hereby governed by the laws of the State of Indiana. This includes, but is not limited to: criminal, traffic, hunting, fishing and trapping laws. The State law is hereby adopted as Stardust Hills regulatory laws, and the rules and regulations pertaining to this category of property are amended to reflect that any act committed in violation of the rules and regulations of Stardust Hills will be enforced accordingly by the Association.

The laws of the State of Indiana, County of Putnam and Town of Cloverdale will take precedence for those violations regarding abandoned or inoperable vehicles and stray animals.

COVENANTS AND RESTRICTIONS

The Covenants (agreements) and Restrictions included with the recorded plats of Stardust Hills are a part of these Rules and Regulations and are the root source of the authority to enforce, amend and/or adapt these Rules and Regulations.

Said covenants are described in plats 1, 2, 3, 4, and 5, page 5, Recorded Book 5, page 299, 314, 315, 324, 325 in the Putnam County, Indiana, Recorder's Office.

ADOPTION, AMENDMENT AND INTERPRETATION OF RULES

ADOPTION

The Rules and Regulations, as revised, have been adopted by the Association.

AMENDMENT

The Board of Directors retains the right and authority to alter or amend these Rules and Regulations and to put into effect additional Rules and Regulations as needed. The Association shall have the authority to act on matters of maintenance of common areas, but shall have no authority over privately owned land development or sales.

INTERPRETATION

The Board of Directors retains the right and authority to interpret any of the provisions contained herein.

LIABILITY

Stardust Hills Owners Association Inc. shall not be responsible for the loss of property or any other loss sustained by Members or their guests while on Stardust Hills property.

ENFORCEMENT OF RULES AND REGULATIONS

1. STAFF

The association may appoint an agent to provide adequate staff to provide security and enforcement of the Rules and Regulations.

2. STANDING

The Board has the authority to declare a Member or Associate Member to be “not in good standing” if they do not comply with the Rules and Regulations.

3. SUSPENSION

Failure to comply with the Rules and Regulations of the Association will result in membership suspension. While membership is suspended, Members will not have the privilege of voting at Association meetings or use of the common areas and recreational facilities.

4. FINES

The Association will have the authority to assess fines for continuing or repeated violations for non-compliance of rules and regulations. A schedule of fines will be established by the Board. The fines will fairly reflect the gravity of the violation or non-compliance. If fines are not paid promptly, the Association will assess the amount of the fine to the annual dues charged by the Association and the fines will be collected in the same manner as dues or assessments (see II, C).

5. SCHEDULE OF FINES

Those Members and Associate Members found by the Board to be in violation of any Rules and Regulations will be notified of such violation in writing. The notice will be sent using the U. S. Postal Service. Such notice will include the amount of time given to comply with the rule which has been violated. Any Member or Associate Member who does not comply, or prove to the Board that there is just cause why they can not comply within the specified time, is subject to be fined as follows:

Noncompliance after First Notice _____	\$100.00
Noncompliance after Second Notice _____	\$200.00
Noncompliance after Third Notice _____	\$300.00

Should court action become necessary, attorney fees and court costs will be the responsibility of the violating Member or Associate Member.

This schedule of fines shall be placed in a conspicuous place in the Association office.

VIII. PROPERTY USE AND RESTRICTIONS

The acquisition and ownership of lots in Stardust Hills are subject to any and all easements, exceptions and reservation contained in any deed or conveyance from Stardust Hills, TFAC Inc., SHOC, Invest Putnam Inc., private owners or their successors in ownership of unsold lots. Such acquisitions and ownership are also subject to the Dedications and Restrictions as recorded.

1. SEVERABILITY

Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions and of and from every other one of the restrictions. Therefore, if any of the restrictions shall be held to be invalid, or to be unenforceable, or to lack the quality of "running with the land", that holding shall be without effect upon the validity, enforceability and "running" quality of any other one of the restrictions.

2. ZONING

The Sub-division, Stardust Hills is located in the Town of Cloverdale and subject to all of the Town's zoning ordinances.

3. USE OF LOTS

a. GENERAL

- i. Lots reserved for parks and lake access areas are for the use and enjoyment of each and every Member and Associate Member in "good standing".
- ii. All properties owned by the Association are private and are not dedicated to the public.
- iii. No more than one private dwelling may be located on each lot within Stardust Hills.
- iv. No lot shall be divided, except that a lot may be divided between two adjacent lots, after which each full lot with its addition shall be considered one lot for the purpose of applying these restrictions.
- v. All lots in this subdivision shall be used for single-family dwellings. No dwelling shall have less than 850 square feet of floor area, excluding open porches and garages. No campers or motor homes shall be placed on any lot for use as a dwelling.

b. SETBACKS

- i. No part of any building or manufactured home shall be erected or maintained on any lot nearer than twenty-five (25) feet from the property pin on the street side to which it fronts, unless shown otherwise on a plat. No nearer than five (5) feet to the lakes, or nearer than six (6) feet to the side line, or nearer than fifteen (15) feet to the rear line.
- ii. In the case of one owner building on two or more lots, the group of lots shall be considered as a whole in applying these restrictions.
- iii. All property pins must be located to verify construction or placement of fences, out buildings etc.

c. EASEMENTS

- i. An easement twelve (12) feet wide is reserved along all road rights-of-way and five (5) feet along the rear and side lines of each lot for utility purposes. Those providers of utilities have the right to trim, cut or remove trees and brush and to install, locate, maintain or replace any necessary poles, lines, guy wires, braces, anchors, mains or cables. They also have the right of ingress and egress over lots for said purposes, together with the right to use the streets, roads, lake access area and parks where necessary.
- ii. An easement five (5) feet in width along the shore of all lakes is reserved for trimming, removing trash, clearing stagnant conditions and servicing to maintain the lakes and their shorelines at the Association's discretion.

4. UTILITIES

Easement for utility service to residential and commercial property owners will be provided as indicated in the restrictive covenants files with Stardust Hills plats.

5. LOT AND EXTERIOR APPEARANCE

All dwellings, garages, barns, storage sheds, oil or gas tanks along with any outdoor Décor, shall be painted, maintained in a good state of repair and kept in such condition as to be pleasing to the eye. Attractive landscaping is encouraged where feasible.

a. PAINT

Any residence, building or structure shall be painted or stained so as to cover the property adequately. The Association reserves the right to conclude what is adequate. All metal surfaces shall be of aluminum or non-rusting material or shall be maintained free of rust by painting. Asphalt or asphalt-type siding is prohibited.

b. TRASH AND DEBRIS

No accumulation of debris, trash or other trivia which is unsightly shall be permitted on any lot. A warning notice, delivered by the U.S. Postal Service or hand delivered to an adult occupant will be issued to any Member who violates this Rule. Rectification of the violation must be made within forty-eight (48) hours of issuance of the warning notice. If no action is taken to make the correction the Association will have the debris or trash removed at the Member's expense.

c. MANUFACTURED HOMES

All manufactured homes shall have wheels and hitch removed. They must have a skirt of masonry or vinyl material around the base of the unit. Skirting must meet approval of the Cloverdale Plan Commission and the Stardust Hills Structural Committee.

Reinforcement may be required for skirting material in height excess of thirty-six (36) inches.

Exception to this may be maintained through the Board of Directors. Such skirting must be installed within thirty (30) days after completion of setting the home.

d. **HOUSE NUMBERS**

Every Member is required to have his or her house number displayed on the residence in a manner that is easily visible from the street.

e. **VEHICLE PARKING**

Every Member is required to maintain an adequate pavement or gravel driveway for their vehicles.

6. BUILDING APPROVALS

a. Plans for construction or installation of homes, manufactured or otherwise, must be submitted to the Cloverdale Plan Commission and to the Association for approval.

Building permits must be obtained from both the Town of Cloverdale and the Association before construction commences. Anyone constructing or installing a home or any permanent improvement without approval of such plans is subject to a fine.

b. No addition, building, fence or any other permanent improvement may be erected on any lot until both the Cloverdale Plan Commission and the Association have approved the plans and issued permits. Plans must be submitted in writing to the Association by delivery in person or by certified U.S. Mail to the Association office. Plans shall be deemed approved by the Association if no action is taken within thirty (30) days AND a permit has been issued by the Town of Cloverdale.

c. In order for a single wide manufactured home to be considered for approval, it must be at least fourteen (14) feet wide and at least fifty-six (56) feet long. Under appropriate circumstances, the Board may alter this requirement. Such alteration would require a two-thirds vote. All manufactured homes must be placed on concrete pads in accordance with the Ordinances of the Town of Cloverdale.

7. VACANT LOTS

a. Any lot that has no residence must be maintained in such a manner as to prevent it from becoming unsightly. To this end, the owner will cut any unsightly growth and will keep all rubbish and debris from accumulating. Fallen trees that are visible from the street on a platted lot would be considered debris.

b. Any lot that has a home removed must have *all* attachments and out buildings such as; garages, barns, steps, porches etc. removed from the premises. The owner will cut any unsightly growth and will keep all rubbish and debris from accumulating. If there is a lawn it must be kept mowed and trimmed.

IX. MEMBERSHIP DUES AND ASSESSMENTS

1. AMOUNT AND DUE DATE

were
Increased
to 220.00
in 2018.

- a. The amount of the annual membership ("dues") will be determined by the Board of Directors of the Association for each year. The current dues amount shall be \$200.00 per year and shall be payable annually on April 1st of each year. The amount of dues payable during the first year of ownership shall be prorated. For the purpose of prorating dues, a "year" shall be defined as "April 1st of one year to March 31st of the following year".
- b. If requested by a Member, the Board may approve a payment schedule for the payment of the annual membership. The Board will approve a reasonable Administrative fee yearly, along with an interest charge fee that will be assessed to any unpaid balance. This request must be received by the Office Administrator no later than April 1st of the year. Late fees will be assessed starting April 11th if the member request and Board approval guidelines have not been met.
- c. In the event that any special assessment is required, the due date would be established and would be included with the assessment notice.
- d. A Member or Associate Member, having been declared by the Board of Directors to be "not in good standing" will not be relieved of the obligation to pay dues or assessments.

Multiple lot owners' dues will be as follows:

- i. One dues payment for each lot which has a dwelling on it. In the event that one residence, its outbuildings and/or landscaping are located on two or more adjacent lots, then only one dues payment is required.
- ii. One dues payment for ownership of one through five lots if none have dwellings on them or if only one has a dwelling on it. Another payment would be due for each additional one through five such lots.

2. CARDS

A membership card which states that the Member is "in good standing" will be issued at the time the dues are paid. If dues are not paid in person the card(s) may be picked up at the Association Office.

3. COLLECTION

The Association shall have the right to sue for any unpaid dues or assessments. The Association may suspend the privileges of membership in the event of nonpayment until such time that the amount owed is paid in full. Dues, assessments and fines not paid by April 10th shall be deemed "delinquent" and shall constitute a lien on each and every lot owned in Stardust Hills by each person who has failed to recompense. Dues, assessments and fines shall be enforceable in the same manner as provided by law for the enforcement of a mortgage lien.

The Officers of the Association (President, Vice President, Secretary, and Treasurer) may, with approval of the Board, bring suit on behalf of Stardust Hills Owners Inc. for collection purposes. Any Member or Associate Member who defaults in payment of an obligation due to the Association will be responsible for all attorney fees and any other reasonable costs of collection incurred by the Association in the collection of such amounts, all without relief from valuation or appraisal laws.

a. **SUBORDINATION OF THE LIEN TO MORTGAGES**

The lien of the assessments provided for herein shall be subordinate to any F.H.A. or V.A. first mortgage. Sale or transfer of any lot shall not affect the assessment. No sale or transfer shall relieve such lot for liability for any assessments thereafter becoming due or from the lien thereof.

b. **DELINQUENT FEES**

After a ten (10) day grace period, any Association dues or assessment not paid shall bear a delinquent fee of \$2.00 per day for a maximum accumulation period of sixty days (60). For annual membership dues, this fee would become effective on April 11th.

c. **EXEMPTIONS**

As long as Invest Putnam Inc. still owns Stardust Hills lots, no dues charge shall ever be made against, or be payable to, the Association itself or any Corporation that may be created to acquire title to any lake, dam, beach, lake access tract, marina, golf course, tennis courts, clubhouse grounds or other like recreational facilities within the development.

X. MEMBER'S RIGHTS AND PRIVILEGES

1. GENERAL

The rights and privileges of using any of the facilities in the Stardust Hills are extended to only those Members, Associate Members and their immediate families considered being "in good standing". The immediate families of such members also have these rights and privileges. They must conform to all rules and regulations at all times.

For the purpose of these Rules and Regulations "immediate family" shall be defined as:

- a. Those family members who normally reside with an Owner, Contract Buyer or Associate Member.
- b. Those unmarried children who live away from their home while attending school.
- c. Those children with whom non-custodial parents, who are Members or Associate Members, have visitation privileges.

2. USE OF FACILITIES AND EQUIPMENT

a. CLUBHOUSE AND FACILITIES

These facilities were created and designated for all Members' enjoyment. In order for them to be enjoyed by residents and their guests, they must be treated with respect by all who use them. The Member or Committee in charge of any activity is responsible for leaving the clubhouse clean and orderly after each use.

- i. Any Member or Associate Member "in good standing" may reserve the clubhouse for their use by contacting the person(s) responsible for reservations. The name and phone number of the individual to contact may be obtained from the Association office. The Member who reserves the clubhouse must make a reservation deposit; pay a \$10 inspection fee and a \$1.00 per person user fee. They must also sign an agreement which requires them to accept responsibility for leaving the clubhouse and any appliances/equipment which they use clean and in good condition. The reservation deposit will be returned if it is determined that the facility was left in satisfactory condition. Presence of the Member who reserves the clubhouse is required.
- ii. No alcoholic beverages, firearms or illegal drugs are permitted in or around the clubhouse, pool or other recreational areas.
- iii. Children attending any functions in the clubhouse must be accompanied by an adult Member or Associate Member at all times.
- iv. Playground equipment may be used by those under the age of 10 years. Anyone over this age using said equipment may do so only by the written permission of the Board.
- v. All parks, lake access areas or any other common ground areas are closed from dusk to dawn.
- vi. Fire and Safety Regulations dictate the maximum capacity of 150 people.

b. NONMEMBER USE OF CLUBHOUSE

Individuals or groups who are nonmembers may reserve the clubhouse provided it is not being used by any Member, Associate Member or Committee. The nonmember reserving the clubhouse will pay a user fee. This user fee will be determined by taking into consideration the size of the party and the amount of time the clubhouse will be used. The current reservation payment scale will be posted at the Association Office. There will be a \$10 non-refundable inspection fee required at the time the facility is reserved. In addition, they would be required to sign an agreement to leave the facility in a condition which meets the Association's approval. A copy of the Rules and Regulations pertaining to the Clubhouse usage will be presented to the reservationist to read and sign.

c. LAKES

Lake access areas are placed so as not to encroach upon those persons who own lakefront property. The Association shall provide trash containers in various locations around the lakes. No trash shall be deposited in the lakes or along their banks. Only Members, Associate Members and their immediate family members "in good standing" have the right to use the lakes and their banks. Owners of property contiguous to any of the Stardust Hills lakes have only such rights and privileges as other Members. Guest use of the Lakes is covered under Guest Privileges.

d. BOATS AND BOAT DOCKS

- ii. Owners of property adjoining the lake may construct private boat docks subject to a plan of record approved by the Association. Boats and docks which are unsafe, unsightly or adrift upon the waters may be removed from the lake by the Association. This includes boat docks which have become dilapidated, dysfunctional or in such disrepair as to pose a substantial risk of injury to person or property.
- iii. Members, Associate Members and their immediate family members “in good standing” may launch and operate a non-motorized boat which has been registered as required by Indiana state boating regulations on any lake designated for boating. No gasoline motors are permitted.
- iv. Safety and registration requirements for all boats and the operation thereof, within Stardust Hills shall be the same as required by the State of Indiana. The securing of additional or subsequent boats requires a new registration, although the member may have previously registered a previous or different boat.
- v. All boat owners shall display their lot number in the left rear side of their boat. Guests’ boats are governed by the rules under “Guest Privileges”.

a. FISHING

Only Members, Associate Members and their immediate family members “in good standing” along with their guests (under Member supervision) are permitted to fish.

i. QUANTITY

All rules and regulations regarding methods of fishing, size and bag limits set forth by the Indiana Department of Natural Resources and the Indiana State Fish, Game and Wildlife Commission shall be in effect. Size and bag limit shall be subject to inspection by a member “in good standing” and/or a Conservation Officer.

ii. LIMITATIONS

Seining, fish traps, jugging and trout lines are prohibited. No fishermen shall use more than two lines at one time or more than two hooks on each line.

iii. BAIT AND CLEAN-UP

No rough fish minnows (buffalo, carp, goldfish, etc.) shall be used as bait. Leftover bait, containers and other trash shall not be thrown into the lake nor left on the shoreline.

b. SWIMMING POOL

There is no charge for Members, Associate Members and their immediate family members “in good standing” to use the pool. Anyone using the pool must conduct themselves in a safe and respectful manner and comply with all of the pool rules.

Members and Associate Members who are “in good standing” may purchase an Extended Family Membership for those family members who are not immediate family. Additional information and the cost of such a membership are available from the pool manager or lifeguards. A separate membership is required for each family unit. All family members listed on such a membership shall have the privilege of using the pool without paying the guest fee.

Guests’ use of the pool is covered under “Guests’ Privileges”.

3. COMPLAINTS

No Member, Associate Member or an immediate family member shall make any complaint to or reprimand any employee of the Association. All complaints, including nonconformance with the Rules and Regulations, must be in writing, dated and signed by the person(s) making the complaint. Complaint forms can be obtained from the Association office. The written complaint must be delivered to the Association office in person or sent by U.S. Postal Service.

The individual receiving the complaint on behalf of the Association will sign for receipt of the complaint. The Board will review the complaint and take any required action.

4. SUGGESTIONS

Constructive suggestions to improve the Association are welcomed. They must be in writing, dated and signed by the person(s) submitting them and delivered to the Association office. The Board will review and consider all suggestions submitted in the proper manner.

XI. GUEST PRIVILEGES

1. GENERAL

Stardust Hills extends a cordial welcome to guests of its Members. Those family members who do not qualify as "immediate family" as defined before herein shall be considered to be guests. Guests of only those Members and Associate Members "in good standing" are permitted to use the facilities. They must comply with all Rules and Regulations at all times. Members and Associate Members shall be responsible for the actions of their guests along with the safety and conduct of children who are guests.

The Board of Directors may enact such rules regarding the admission of guests to any of the facilities and may restrict guest privileges as they deem necessary.

2. BOATING, FISHING & LAKES

- a. The number of guests whom a member may have for the purpose of fishing in Stardust Hills is not limited.
- b. No guest shall be permitted to ride in, pilot or fish from a boat unless in the presence of a Member. The requirement of "presence of a Member" is fulfilled if the Member is generally participating in the same activity as the guest(s) and is within the range of reasonable communications with the guest.
- c. No guest shall be permitted to launch or operate a boat which is not owned by a member EXCEPT in the following situations:
 - i. In the presence of a Member, a guest may launch a boat for the purposes of demonstrating said boat for possible sale to the Member.
 - ii. If the Member does not own a boat, or is not using his boat, then the guest may launch his boat. However, it may only be launched and operated in the presence of the Member.

3. SWIMMING POOL

Guests must be accompanied by a Member, Associate Member or immediate family member “in good standing”. A fee is charged for each guest each time they use the pool. The current charge will be posted at the pool. Guests must conduct themselves in a safe manner and comply with all pool rules.

XII. MEMBERS’ RESTRICTIONS AND REQUIREMENTS

1. GENERAL

In order to accomplish those purposes for which the Stardust Hills Owners Association Inc. was formed as listed in the Articles of Incorporation; all residents must cooperate and be responsible for taking care of their property and respecting other residents’ property as well as the common areas. The following rules may be more restrictive than those of the State of Indiana and the Town of Cloverdale. The Association shall have the authority to enforce them.

2. WALKWAYS

Pedestrians shall walk on the road and streets on the left side near the left edge of the street facing the oncoming traffic. Pedestrians shall walk to the left, off of the road when an oncoming vehicle approaches.

3. BICYCLES

Bicycles will be operated on the roads and streets only. Bicycle operators must keep to the right of the center and are required to obey the traffic laws contained in the Indiana Code. From sunset until sunrise, bicycles will be operated only if there is a white light illuminated on the front and a red reflector in the rear as required by Indiana state law for a bicycle being operated on a public road. Everyone who walks a bicycle must obey all traffic rules of the Town of Cloverdale and the State of Indiana.

4. SKATEBOARDS

No skateboarding is permitted on Association property.

5. VEHICLES

a. OFF STREET/OFF ROAD

No vehicle will be operated off the streets and roads except patrol, emergency, service, repair or construction vehicles when necessary.

b. MOTORCYCLES

Motorcycles will be operated to comply with state vehicle law requirements for public road operation.

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c. **TRUCKS**

With the exception of those cases where it would create a hardship which might affect employment, no vehicle rated larger than one ton shall be parked overnight or longer on any lot. Those residents who use such vehicles in their employment will park the vehicle in another location when it will not be in use for more than two days.

6. PARKING

Parking on the streets or roads is prohibited and any disabled vehicle shall be removed promptly. You must provide notification to the police of the Town of Cloverdale if a disabled vehicle must be left. Vehicles left for more than 24 hrs will be towed at the owner's expense.

7. ABANDONED OR INOPERABLE VEHICLES

- a. In accordance with the State of Indiana, County of Putnam and Town of Cloverdale ordinance, no inoperable or unlicensed vehicles are permitted in a location where they are visible to other residents. A vehicle shall be considered as such if not operated regularly or functional for a period of fourteen (14) days.
- b. No ongoing major body work or mechanical repair is permitted unless the work is being performed inside a garage out of sight of other residents. All complaints will be turned over to the Police department if the abandoned or inoperable vehicle is not removed within twenty-one (21) days of notification.
- c. All campers, if they are left unattended for more than one week (7 days), must be collapsed to their road travel position.

8. ADVERTISING & YARD SALES

- a. When a Member is attempting to sell real estate, either one standard realtor sign or one "For Sale" sign is permitted per property. The sign can be no larger than 2' x 3'. Such signs must be properly maintained. No directional signs are permitted with the exception of "Open House" sign(s) which may be placed the day of the event and will be removed immediately following the close of the "Open House".
- b. Other directional signs to facilitate special events held by members, for example "Graduation Open House, Birthday parties, etc." may be placed the day of the event and must be removed immediately after the event. Signs can be no larger than 2' x 3'.
- c. With exception of days so designated by the Association as "Yard Sale Days", no Member shall be allowed to place any yard sale sign or exhibit any article for sale on their lot or lots, including community areas of Stardust Hills. Persons wishing to have a moving sale of an estate sale must get approval from the Board by calling the Office Manager (765-795-6690) and notifying the Board of the intended date of sale. The Board will review the request and promptly get back with approval or disapproval notification.

9. NUISANCE ACTIVITIES

In accordance with the Nuisance Ordinances of the Town of Cloverdale, no noxious or offensive activities are permitted on any property within Stardust Hills, nor shall anything be done to any lot that shall be or become an unreasonable annoyance to another property or lot in the subdivision.

a. BURNING

Burning of household trash or garbage is prohibited out-of-doors. After notice to the appropriate fire authority, burning leaves, brush and construction debris is permitted. Any member engaging in burning shall be responsible for any damages caused to Association property or to the property of other members. Burning in the roads is strictly prohibited.

b. NOISE

Unnecessary noise and loud, boisterous or disorderly conduct which disturbs the peace and quiet of the neighborhood is prohibited.

c. MUSIC

Radios, televisions, record players, stereos, car stereos and musical instruments shall be used in a manner not disturbing to neighbors.

10. PETS

With the exception of usual household pets (dogs, cats, and tame birds), no animals or poultry shall be kept on property in Stardust Hills. Pet owners shall not allow their pets to stray beyond their premises. In accordance with Cloverdale Town Ordinance (“leash laws”), pet owners shall not allow their pets beyond their own property unless they are controlled on a leash. Pet owners are responsible for the actions of their pets, including the cost of repairing any damage caused to any property of the Association or any other Member. Pet owners must not allow their pets to disturb other property owners in any way and pet noises which are disturbing to neighbors are prohibited. Pet owners are required to pick up and dispose of properly their pets waste. No kennel operations are allowed.

11. SWIMMING

Swimming in the lakes is strictly prohibited. Violators of the rules regarding swimming are subject to fines. Property owners and Association members will be held liable for and fined for swimming in the lakes or allowing guests, family members or occupants of the residence for swimming in the lakes.

Swimming in the pool is permitted only during the hours the pool is open for swimming.

12. TRASH CONTAINERS

Containers for trash and garbage must be stored in a location which is not visible to the public with the exception of the day they are set out for pick up. Containers should be returned to their proper location as soon as possible after collection. All other outdoor receptacles are subject to the same constraints.

13. CLOTHES LINES

Retractable, T-type or umbrella type clothes lines will be approved. No clothes are to be left on the line overnight.

14. UNATTENDED TENTS

All tents, if they are left unattended overnight, must be collapsed and placed out of view.

15. SEWER SYTEMS AND WASTE

Individual sewer systems are prohibited. All lots shall use facilities provided by the public utility. Outdoor toilets are also prohibited.

XIII. MAINTENENCE OF COMMON AREAS

1. PLAYGROUND

The Association is responsible for maintenance to all common areas.

The Association is authorized to provide playground equipment and other physical facilities for the park area as may be needed.

XIV. RENTAL, LEASE OR PURCHASE BY CONTRACT OF PROPERTY WITHIN STARDUST HILLS

A Lessor/Landlord shall have no more than five (5) rental units within Stardust Hills. Lessors/Landlords are required to follow all statutes pertaining to Landlord/Tenants as set forth in the Indiana Code. Any person who enters into a rental contract for property located within Stardust Hills shall be considered a Lessee/Tenant. A person purchasing property by land contract is not considered a Lessee/Tenant.

- a. The Lessor/Landlord must be a Member “in good standing” of the Stardust Hills Owners Association and register all tenants at the Association office within ten (10) days of executing the rental contract.
 - b. The Lessor/Landlord is responsible for paying the annual dues on all of his/her rental properties.
 - c. The Lessor/Landlord is responsible for the exterior maintenance of all of his/her rental properties.
 - d. The Lessee/Tenant must remain “in good standing” with the Rules and Regulations. Failing to do so will cause ineligibility to further rent any property in Stardust Hills. It is the responsibility of the Owner of rentals to determine if a person has been declared ineligible to rent within Stardust Hills.
 - e. The Lessee/Tenant shall not sublet the rented property at any time.
 - f. A contract buyer will attain “Member” standing when they are considered the legal owner of the property.
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CATALOG OF AMENDMENTS TO RULES & REGULATIONS

March 7, 2011

These amended Rules and Regulations of Stardust Hills Owners Association, Inc. as successor to Stardust Hills Owners Corporation, as successor to Stardust Hills, Inc., pursuant to paragraph 13 of June 19, 1978 settlement agreement in Cause 36377, Hancock Circuit Court, were accepted by majority vote of the Board of Directors on March 7, 2011.

Amended March 3, 2011 Record Number 110, page 288, Table of Contents

Amended March 3, 2011 Record Number 110, page 289, Added Purpose

Amended March 3, 2011 Record Number 110, page 289, Added Law

Amended March 3, 2011 Record Number 110, page 289, Changed Dedications to Covenants

Amended March 3, 2011 Record Number 110, page 290, Deleted Property Use and Restrictions 1. B. Class of Lots

Amended March 3, 2011, Added Enforcement of Rules and Regulations 1. – 4.

Amended March 3, 2011 Record Number 110, page 300, Changed Fine Amounts.

Amended March 3, 2011 Record Number 110, page 291, Added subtitle to Use of Lots C. 1. General, 2. Setbacks, 3. Easements.

Amended March 3, 2011 Record Number 110, page 291, Property Use and Restrictions C. Use of Lots changed from 25 feet to street to 25 feet from property line.

Amended March 3, 2011, Property Use and Restrictions, added D. Utilities

Amended March 3, 2011 Record Number 110, page 292, Property Use and Restrictions, D. Lot and Exterior Appearance, added subtitles 1. Paint, 2. Trash and Debris, 3. Manufactured Homes, House Numbers and Vehicle Parking.

Amended March 3, 2011 Record Number 110, page 292, Property Use and Restrictions, E. Plans changed to Building Approvals. Added Delivery type.

Amended March 3, 2011 Added Property Use and Restrictions, G. Vacant Lots.

Amended March 3, 2011 Record Number 110, page 293, Membership Dues and Assessments, Added 2. B. Cards, C. Collection and 1. Subordination of the Lien to Mortgages.

Amended March 3, 2011 Record Number 110, page 294-295, Members Rights and Privileges, B. Use of Facilities and Equipment, 1. Clubhouse and Facilities, a. b. and c. and 2. Nonmember Use of Clubhouse.

Amended March 3, 2011 Record Number 110, page 298-300, Member's Restrictions and Requirements, Added, B. Walkways, C. Bicycles, D. Skateboards, E. Vehicles, F. Parking, G. 3. Unattended Campers, J. Nuisance Activities, M. Clothes Lines, N. Unattended Tents and O. Sewer Systems and Waste.

Amended March 3, 2011 Record Number 110, page 298-299, Member's Restrictions and Requirements, changed G. Abandoned or Inoperable Vehicles, H. Advertising & Yard Sales, J. Pets

Amended March 3, 2011, Added VI. Maintenance of Common Areas

Amended March 3, 2011, Added VII. Rental, Lease or Purchase by Contract of Property within Stardust Hills

I Dawn Vargas have prepared the amendments to the Rules and Regulations dated March 7, 2011. In addition to the approved amendments, changes were made to spelling, sentence structure, diction and grammar. None of the grammatical changes were intended to alter the original intent of any RULE OR REGULATION dated and recorded, July 14, 1997.

.....

I certify that the foregoing is a true copy of amendments to said Rules and Regulations which were duly adopted by the Board of Directors of Stardust Hills Owners Association, Inc. on March 7, 2011, and that the same have not been further amended, revoked, or modified.

Chak T. Schul

President of Board of Directors

Dawn Vargas

Secretary of Board of Directors


I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

DAWN VARGAS

*

STATE OF INDIANA)
) SS:
COUNTY OF PUTNAM)

Before me, a notary public of Indiana, residing in Putnam County, personally appeared before the above-signing individuals, known by me to be members of the Board of Directors of Stardust Hills Owners Association Inc., who acknowledge the revision to the Rules and Regulations by said Association and who executed the foregoing certification before me on the 14th day of March, 2011.


Notary Public Debra D Canal



Debra D. Canal
NOTARY PUBLIC INDIANA
PUTNAM COUNTY
My Commission Expires
February 15, 2016

My commission expires 2/15/2016



* 2 0 1 1 0 0 2 2 9 9 3 *

OPAL SUTHERLIN

PUTNAM COUNTY RECORDER

05/17/2011 11:13:11AM

REC FEE:\$15.00

RECORDED AS PRESENTED

CATALOG OF AMENEDMENTS TO RULES & REGULATIONS

May 17, 2011

These amended Rules and Regulations of Stardust Hills Owners Association, Inc. as successor to Stardust Hills Owners Corporation, as successor to Stardust Hills, Inc., pursuant to paragraph 13 of June 19, 1978 settlement agreement in Cause 36377, Hancock Circuit Court, were accepted by majority vote of the Board of Directors on May 16, 2011.

Amended May 16, 2011, IX, 3 Original Document 9700023944, Document Number 2011001284 Membership Dues and Assessments: ADDED: any appointed representative may, with approval of the Board, bring suit on behalf of Stardust Hills Owners Inc. for collection purposes.

I Dawn Vargas have prepared the amendments to the Rules and Regulations dated May 17, 2011.

.....
I certify that the foregoing is a true copy of amendments to said Rules and Regulations which were duly adopted by the Board of Directors of Stardust Hills Owners Association, Inc. on May 16, 2011, and that the same have not been further amended, revoked, or modified.

President of Board of Directors

Secretary of Board of Directors

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security member in this document, unless required by law.

*

STATE OF INDIANA)
) SS:
COUNTY OF PUTNAM)

Before me, a notary public of Indiana, residing in Putnam County, personally appeared before the above-signing individuals, known by me to be members of the Board of Directors of Stardust Hills Owners Association Inc., who acknowledge the revision to the Rules and Regulations by said Association and who executed the foregoing certification before me on the 17th day of May, 2011.

Jennifer L. Artis
Notary Public JENNIFER L. ARTIS

My commission expires 8/15/2014





* 2 0 1 1 0 0 3 7 8 7 5 *

OPAL SUTHERLIN
PUTNAM COUNTY RECORDER
08/19/2011 11:22:59AM
REC FEE:\$19.00
RECORDED AS PRESENTED

**CATALOG OF AMENEDMENTS TO BY LAWS AND
RULES & REGULATIONS**

August 15, 2011

These amended Rules and Regulations of Stardust Hills Owners Association, Inc. as successor to Stardust Hills Owners Corporation, as successor to Stardust Hills, Inc., pursuant to paragraph 13 of June 19, 1978 settlement agreement in Cause 36377, Hancock Circuit Court, were accepted by majority vote of the Board of Directors on August 15, 2011.

Amended August 15, 2011, Instrument Number 4 Recorded as 2011001284

Members' Restrictions and Requirements, 8. Advertising and Yard Sales
Members' Rights and Privileges, 2. Use of Facilities & Equipment
Board of Directors, 3. Qualifications

I Dawn Vargas have prepared the amendments to the Rules and Regulations dated August 15, 2011.

I certify that the foregoing is a true copy of amendments to said Rules and Regulations which were duly adopted by the Board of Directors of Stardust Hills Owners Association, Inc. on August 15, 2011, and that the same have not been further amended, revoked, or modified.

President of Board of Directors

Secretary of Board of Directors

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security member in this document, unless required by law.

STATE OF INDIANA)
) SS:
COUNTY OF PUTNAM)

Before me, a notary public of Indiana, residing in PUTNAM County, personally appeared before the above-signing individuals, known by me to be members of the Board of Directors of Stardust Hills Owners Association Inc., who acknowledge the revision to the Rules and Regulations by said Association and who executed the foregoing certification before me on the 19 day of ~~May~~, 2011.

AUGUST
~~DO~~

Brenda C. Bettel
Notary Public



My commission expires 3/21/2016

ARTICLES OF INCORPORATION
(Not for Profit)

Prescribed by Larry A. Conrad,
Secretary of State of Indiana

INSTRUCTIONS:

Use 8 1/2 x 11 Inch Paper for Inserts
Present 2 Executed Copies to Secretary of
State, Room 155, State House, Indianapolis,
Indiana 46204

FILING FEE is \$26.00

General Requirements - "Non-Profit" means
that the Corporation shall not engage in any
activities for the pecuniary gain of its
members.

APPROVED
AND
FILED
DEC 12 1985
Edmund A. Conrad
SECRETARY OF STATE OF INDIANA

ARTICLES OF INCORPORATION
OF

..... STARDUST HILLS OWNERS ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is . . Stardust Hills Owners Association, Inc.
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

ARTICLE II

Purposes

The purposes for which the Corporation is formed are:

To maintain and improve the "common areas" within the Stardust Hills, Cloverdale, Indiana, development which are dedicated by recorded covenant to the use and enjoyment of the owners of property within Stardust Hills and their guests. Necessary maintenance and improvements are to be made by the Association regardless of in whom record title to these facilities and properties lies.

To establish and collect annual fees and such other assessments from owners of legal or equitable interest in property within Stardust Hills and renters and other users of property within Stardust Hills as are permitted or mandated by the members and authorized by the By-Laws.

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To provide such services as directed by the Directors acting within the authority granted by the By-Laws, as are deemed necessary and/or appropriate to protect the value of property within Stardust Hills and/or enhance the quality of life enjoyed by those persons living within Stardust Hills.

To sue and be sued in the corporate name.

To establish and enforce rules and regulations as directed by the members and within the authority granted by the By-Laws, governing the conduct of owners, renters and guests, within Stardust Hills and the architectural standards to be met by persons improving property within Stardust Hills.

To exercise all powers, rights and privileges granted by and to perform all the duties and objections imposed by the recorded covenants relating to Stardust Hills development.

To conduct dialogue with officials connected with the incorporated municipality of Cloverdale, Indiana, with the goal of asserting and protecting the interests of residents and owners of property within Stardust Hills.

To own, lease, borrow, mortgage and pledge property, real or personal, tangible or intangible.

To open and maintain deposits of funds belonging to the Association in any established financial institution with offices within the State of Indiana.

To receive funds, to dispense funds, to loan or borrow funds, to engage in fund raising activities as authorized by the By-Laws.

To deal with local, state and federal officials in matters related to taxes, property preservation, wildlife protection, sanitation, health and safety.

To continue unto perpetuity or to dissolve upon an affirmative vote of two thirds (2/3) of the voting members; provided however that no member shall benefit financially from the dissolution of this corporation and any distribution required by the dissolution to be made will be made to a recognized charitable or not-for-profit organization.

To have and to use a corporate seal and to alter the same at its pleasure.

To operate under the control of a Board of Directors elected by the membership as provided by the By-Laws and by officers, committee chairpersons and members, and employees duly appointed by the Board of Directors. Compensation of directors to be as established by vote of the members or as otherwise provided for

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by the By-Laws except that in no case shall compensation of any director, officer or other person exceed an amount which could be considered reasonable.

To maintain policies of insurance to protect against loss from damage to property under the care, custody and control of the Association and from liability of any member, director, officer or employee for property damage or personal injury resulting from conduct or actions taken on behalf of or within the scope of authority granted by the Association.

Amendments to these Articles of Incorporation shall be only as provided for by Indiana Law.

To do all other acts and things necessary, convenient or appropriate and permitted by applicable laws to carry out the purposes for which the Association was formed.

No person, member or otherwise, shall receive distribution of funds or other property from this corporation other than reasonable compensation for services provided for or goods delivered to the Association or for its benefit.

ARTICLE III
Period of Existence

The period during which the Corporation shall continue is . . . perpetual
(will either be "Perpetual", or, if to be limited, some definite period of time.)

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is . . C.. Reid Priest
(Name)
. . . 2 S. Jackson Street Greencastle INDIANA . 46135
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is
. . . Box 9 Cloverdale INDIANA . 46120
(Number and Street or Building) (City) (State) (Zip Code)

ARTICLE V
Membership

(A minimum of three (3) shall have signed the membership list. Directors or Trustees or Incorporators are included in the Membership.)

Section 1. Classes. (If any)

Members are individuals who own one or more lots in Stardust Hills
Membership can be assigned by an owner to, and only, to a contract purchaser of one or more lots in Stardust Hills.
Associate members will be renters or other users of lots.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes.

Section 3. Voting Rights of Classes.

Each member or assignee is entitled to one vote regardless of the number of lots owned.

Associate members are non-voting members.

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PLEASE NOTE: The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary), stating that he is a member of the Corporation.

ARTICLE VI
Directors

Section 1. Number of Directors. The initial Board of Directors is composed of . . . 7 . . . members. If the exact number of Directors is not stated, the minimum number shall be seven (7) . . . , and the maximum number shall be thirteen (13) . . . Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation: AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Directors. The name and post office addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
CHARLES E. WHITE	RT 2 BOX 218-116,	CLOVERDALE,	IND.	46120
EUGENE NICKERSON	P O BOX 325,	CLOVERDALE,	IND.	46120
ARTHUR MCKINSEY	RT 2 BOX 138	CLOVERDALE,	IND.	46120
BARBARA SUTHERLIN	P O BOX 186	CLOVERDALE,	IND.	46120
ROBERT E. CALLAHAN	RT 2 BOX 548	CLOVERDALE,	IND.	46120
MICHAEL P. SMITH	RT 1 BOX 310	GOSPORT,	IND.	47433
CLIFFORD LANGDON	BOX 129 STARDUST HILLS,	CLOVERDALE,	IND.	46120

ARTICLE VII
Incorporator(s)

Section 1. Names and Post Office Addresses. The names and post office address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	Number and Street or Building	City	State	Zip Code
CHARLES E. WHITE	RT 2 BOX 218-116	CLOVERDALE,	IND.	46120
ARTHUR MCKINSEY	RT 2 BOX 325,	CLOVERDALE,	IND.	46120
BARBARA SUTHERLIN	P O BOX 186	CLOVERDALE,	IND.	46120

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ARTICLE VIII
Statement of Property (If any)

A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation are as follows:

The Stardust Hills Owners Association, Inc. owns no real property at the time of incorporation.

Tangible personal property consisting of furniture, fixtures, pool and playground equipment, etc. owned by the Association has a value of less than ten thousand dollars (\$10,000.00).

The Association has net cash on hand and on deposit in the amount of
\$ 8024.84.

ARTICLE IX
Provisions for Regulation and Conduct
Of the Affairs of Corporation
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this corporation, and creating, defining, limiting or regulating the powers of this corporation, of the directors or of the members or any class or classes of members are as follows:

The members, by majority vote, will adopt By-Laws governing the conduct and administration of the affairs of the Association. The Board of Directors may alter or amend the By-Laws so adopted in any manner not inconsistent with the Articles or amendments thereto, or the Laws of the State of Indiana.

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The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this . 12 . day of . December , 19. 85.

Per Charles E White
(Written Signature)
CHARLES E. WHITE
(Printed Signature)

Arthur McKinsey
(Written Signature)
ARTHUR MCKINSEY
(Printed Signature)
Richard D. Sutherland
(Written Signature)
Barbara Sutherland
(Printed Signature)

NOTARY ACKNOWLEDGEMENT
(required)

State of Indiana

SS:

County of . . . Putnam . . .

Before me, *C. Reid Priest*, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal
Required

C. Reid Priest
(Written Signature)

C. REID PRIEST, Notary Public
(Printed Signature)

My commission expires: . 11 / 20 / 87 .

WITNESS my hand and Notarial
Seal this . 12 . day of *December*,
19. 85 .

This instrument was prepared by . . . C. Reid Priest (Name)

2 S. Jackson St. Greencastle, In 46135
(Number and Street or Building) (City) (State) (Zip Code)

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STATEMENT OF SUBSCRIBING MEMBERS OF
STARDUST HILLS OWNERS ASSOCIATION, INC.

We, the undersigned, each being the owner of one or more lots within the development known and recorded as Stardust Hills, Cloverdale, Putnam County, Indiana, hereby state the following:

1. We are each presently a duly elected director of the Stardust Hills Owners Association and have conducted the affairs thereof for the past six (6) months.
2. We have determined that the interests of ourselves and all other owners of property within Stardust Hills Owners Association were incorporated as a Not-For-Profit Corporation under Indiana Code 23-7-1.1-1, et seq.
3. Accordingly we have asked C. Reid Priest, Attorney, Greencastle, Indiana, to prepare and file Articles of Incorporation for the Stardust Hills Owners Association, Inc.
4. It is our intention to inform all members of the incorporation of Stardust Hills Owners Association, Inc. and to hold a members meeting, after proper notice, for the purpose of electing Directors as soon as practical after the issuance of a Certificate of Incorporation.

Subscribed to this 12th day of December, 1985.

Pres Charles E White

V. Pres Eugene Dupino

Arthur McKersy Treas

Darlene Dupino Secretary

Robert E. White Dir.

Michael J. ...

Clifford ...

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287

STARDUST HILLS OWNERS ASSOCIATION, INC
PO Box 376 Cloverdale, IN 46120
PH: 765-795-6690 FAX: 765-795-5737
Email: stardust@ccrtc.com

REQUEST FOR IMPROVEMENT APPROVAL

I am hereby requesting your approval of the following described improvements on:

Lot # and Street _____.

Describe the improvement:

Enclose a drawing of the layout of your property with all structures and dimensions on your lot showing your property lines and improvements requesting to be made. Restrictive Covenants of Stardust Hills include but are not limited to the following: Any structure erected on a lot must have a front set-back of 25 feet from the front property line; 6 feet from either side property line and 15 feet from the rear property line.

PERMIT REQUESTED BY: _____
Please Print

DATE: _____

SIGNATURE: _____

PHONE NUMBER: _____

DO NOT WRITE BELOW THIS LINE

To be completed by the Structural Committee

1. _____ This request is granted
2. _____ This request is denied because _____

3. _____ This request is granted if the following alterations are made:

If total cost of this approved request is \$1,000.00 or more, you must submit this form to the Cloverdale building inspector and purchase a building permit from the Town of Cloverdale:

Date: _____

Signed: _____

property layout

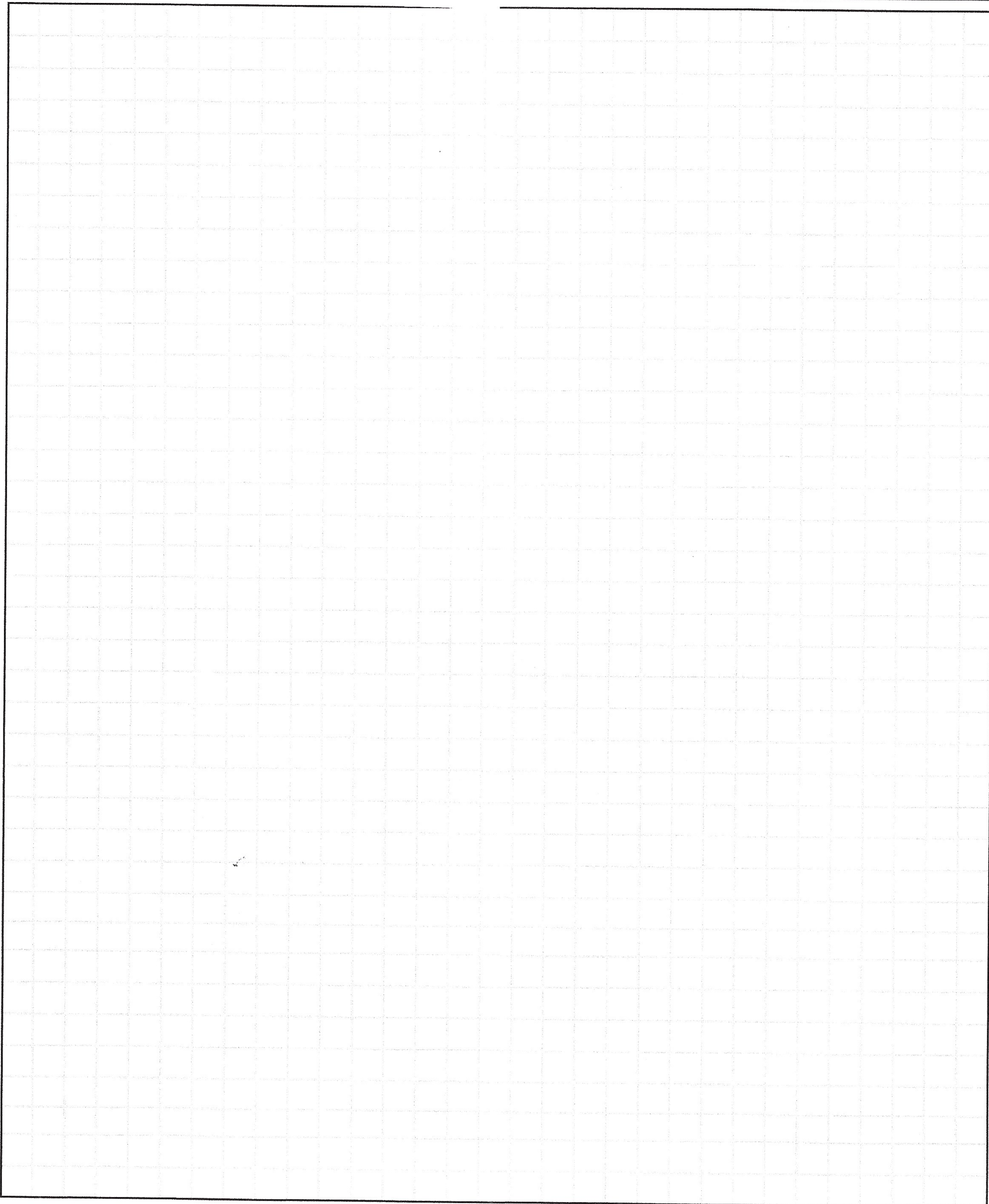
LOT #

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECK BY _____ DATE _____

SCALE _____



Stardust Hills Owners Association, Inc.

P.O. Box 376

Cloverdale, IN 46120

765-795-6690

stardust@ccrtc.com

New Resident Information

The Stardust Hills Owners' Association would like to **welcome** you to the neighborhood. Please take the time to fill out the requested information and either mail it to the address listed above or place the completed form in the drop box at the office (1000 Small Fry). The information is needed for future mailings and to allow you to sign in at the pool. Also, if you do not have a copy of the Rules and Regulations handbook, please stop by during office hours and pick one up. Let us know if we can help you in any way.

Name: _____

Name: _____

Children's Names: _____

Phone Number: _____

Cell Number: _____

Address of Property: _____

(include mailing address, if different) _____

Do you own, rent, or other? _____

Date Property was acquired: _____

E-Mail address: _____

Do you prefer your newsletters via e-mail or regular mail?: _____

Thank you,



Ava Buis

Administrative Assistant

X _____ sign if have received a copy of SHOA rules.