

**BY-LAWS
OF
BRIDGEWATER HOMEOWNERS' ASSOCIATION, INC.**

These By-Laws are hereby adopted to provide organizational rules to govern the administration of the **THE BRIDGEWATER HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter referred to as the "Association"), an Indiana not-for-profit corporation whose Articles of Incorporation were acknowledged by the Secretary of State of the State of Indiana on August 31, 1998

**ARTICLE I
DEFINITIONS**

1.01 Initial Authority. The purposes of the Association, its initial registered agent and members of its initial Board of Directors are as set forth in the Articles of Incorporation.

1.02 Geographic Limits. The areas lying within the limits of the Plat of Section 1 of The Reserve at Bridgewater recorded in the public records of Hendricks County, Indiana on September 24, 1997 as Instrument #97-00020154 together with the area lying within the limits of the Plats of future sections of Bridgewater which are yet to be recorded in the public records of Hendricks County, Indiana which together comprise the geographic area that is subject to the purposes and activities of the Association. Such geographic area shall be subdivided into 230 residential lots and shall hereinafter be referred to as the "Property".

1.03 Covenants, Conditions & Restrictions. The Declaration of Covenants, Conditions and Restrictions for Section 1 of Bridgewater as recorded in the public records of Hendricks County, Indiana on September 24, 1997 as Instrument #9700020155 together with the Declaration of Covenants, Conditions and Restrictions for future sections of Bridgewater which are yet to be recorded in the public records of Hendricks County, Indiana together establish certain requirements and limitations of use of the Property and shall hereinafter be referred to collectively as the "Declarations".

**ARTICLE II
MEMBERSHIP**

2.01 Membership.

a. The Declarations establish that each Owner of a Lot located within the Property upon acquisition of title to such Lot shall automatically become a Member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of such lot at which time the new Owner of such Lot shall automatically become a Member. No person shall be a Member unless such person has a direct

publicly recorded ownership interest in a Lot located within the Property. A person owning more than one Lot shall be considered to be one member even though such person has voting power with respect to more than one lot.

b. Bridgewater Limited LLC, an Indiana Limited Liability Company, and its successor or its successor-in-interest to lots within the Project ("Bridgewater Limited LLC"). Bridgewater Limited LLC shall be a Member until the Turnover Date (defined in Article III, Section 3.03 below) or until Bridgewater Limited LLC resigns its membership, whichever occurs first.

2.02 Privileges of Membership. Each Member of the Association (or its representative in the event that the Member is not a person) shall enjoy the full privileges of membership. Membership shall include the right to hold office, to enjoy free access to all Association facilities and to invite guests in accordance with the provisions of Section 2.03 below. Members who live with a Member of the Association, tenants in possession of a lot and family members of a tenant in possession of a lot who live with such tenant, but who are not themselves Members, shall also enjoy full privileges of Membership, except that they shall not have the right to hold office or to vote as specified in Section 3.03 of Article III below.

2.03 Guests. Guests of Members, when and only when accompanied by a Member, shall be entitled to use any of the Association's facilities, subject to any fees, rules, conditions and regulations as may be adopted by the Board of Directors.

ARTICLE III THE ASSOCIATION

3.01 Location. The principal office of the Association shall be located at 3150 Republic Boulevard, North, Suite #3, Toledo, Ohio 43615 or such other address as may be designated by the Association in writing.

3.02 Activities of Association. The Association when so empowered shall engage in activities to benefit the Association and the owners of Lots located within the property including but not limited to the following:

a. To establish and/or enforce reasonable rules and regulations for the use of:
(i) landscaped "islands" lying within the public rights of way; (ii) easement areas; or
(iii) any areas reserved for common use of the Members.

b. To establish an orderly and efficient system for the payment of, or reimbursement for, all expenses of the Association, and for the establishment and collection of assessments needed to fund the activities of the Association.

c. To establish and operate arbitration procedures for the settlement of disputes among lot owners.

d. To provide or arrange for landscape maintenance services for the property if authorized by the Board of Directors.

e. To provide and arrange for such other services to Association property as the Board of Directors may from time to time determine.

f. To promulgate and/or enforce rules and regulations and perform such other acts as are deemed necessary to carry out the purposes of the Association.

g. To purchase, lease, or otherwise acquire, improve, construct, own, hold, use maintain, operate, exchange, encumber, sell, convey or otherwise dispose of, real and personal property of every kind, nature or description, as may be necessary or desirable to promote the purposes of the Association.

h. To make and perform contracts of every kind for any lawful purpose without limit as to any amount, with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.

3.03 Voting Rights.

a. Prior to the Turnover Date. Prior to the Turnover Date (defined below) all voting rights of the Association shall reside in and be exercised solely by Bridgewater Limited LLC. The "Turnover Date" shall be the earlier of: (i) ninety (90) days following the date when 100% of the lots in the Property have been sold by the Bridgewater Limited LLC; or (ii) the date the Bridgewater Limited LLC voluntarily relinquishes this voting right.

b. After the Turnover Date. The Owner (or Owners) of each Lot shall be entitled to one vote for each Lot they own with the maximum number of votes to be cast at any meeting or on any issue to be not more than the total number of Lots located within the Property. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power attributable to such Lot that is equivalent to his proportionate interest in the Lot.

3.04 Proxies, Record Date, Manner of Voting. Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the secretary of the Association prior to the appointed time of

each meeting or action taken. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot, or upon suspension of any Member's voting privileges as provided in these regulations. The Board of Directors may fix a date, not exceeding seven (7) days prior to the date of any meeting of Members, as a record date of the determination of the members entitled to vote at such meeting. Only the members of record on the date so fixed shall be entitled to vote at such meeting. If a record date is not fixed by the Board of Directors, any person who becomes a Member before a meeting of the Members is convened shall be entitled to vote at such meeting. Voting for the election of Directors shall be by secret written ballot, but all other votes shall be conducted orally unless otherwise directed by the Board of Directors.

3.05 Place of Meeting. Meetings of the Association shall be held at such place upon the Property or at such other place within four miles of the Property as may be designated by the Board of Directors.

3.06 Annual Meeting. No annual meeting shall be required prior to the Turnover Date. After the Turnover Date, the regular annual meeting of the Members shall be held on such date and at such time during the month of October each year as the Board of Directors may from year to year fix, or if the Board of Directors fails so to fix a date and time for the meeting in any year, at 8:00 p.m. on the second Thursday of October, if not a legal holiday, but if that day is a legal holiday under Indiana law, the annual meeting shall be held on the first succeeding day which is not a legal holiday.

3.07 Special Meetings. Before the Turnover Date, either the President of the Association or the Board of Directors may call a special meeting of the Members. After the Turnover Date, a special meeting of the Members may be called as above or by Members possessing at least twenty-five percent (25%) of the voting power of the Association, upon delivery to the president or secretary of a request in writing for a meeting of the Members. Said request shall state the time and place of such meeting and the purpose thereof. It shall be the duty of the officer to whom the request is delivered to give notice of such meeting to the Members who are entitled to vote. If, upon such request, such officer does not, within ten (10) days thereafter, send notices of a special meeting to such Members, the person(s) making such request may call such a special meeting by giving notice thereof or causing such notice to be given, in accordance with the provisions of Section 3.08 of this Article III. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.08 Notice of Meetings. Written notice of any meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivery in person or by mailing a copy of such notice, postage prepaid, to each Member entitled to vote, addressed to the Members' address last appearing on the books of the Association, as supplied by such Member to the Association for the

purpose of notice. Such notice shall be mailed at least seven (7) days, but not more than thirty (30) days, prior to the date for such meeting and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice shall be mailed only to those Members who are shown to be Members on the records of the Association the date preceding the day on which notice is given.

3.09 Waiver of Notice. Any Member, either before or after any meeting, may waive any notice required by law, the Articles of Incorporation, the Declarations or these By-Laws. Waivers must be in writing and filed with the secretary of the Association and entered upon the records of the meeting. Notice of a meeting will be deemed to have been waived by any Member who attends such meeting and who does not, before or at the commencement of the meeting, protest lack of proper notice.

3.10 Quorum. At any meeting of the Members, a quorum shall consist of the Members who hold more than fifteen percent (15%) of the voting power of the Association, except when a greater number is required by law. If, a quorum is lacking, the Members present and entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any reconvened meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

3.11 Administration of Meetings. At each meeting of the Members, the president or, in his absence, the vice-president, or in the absence of both, a chairman chosen by the majority vote of the Members present and entitled to vote, shall act as chairman. The secretary, or, in his absence, any person appointed by the chairman, shall act as secretary for the meeting.

3.12 Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll call

A QUORUM BEING PRESENT

2. Proof of notice of the meeting or waiver thereof;
3. Reading of the minutes of the preceding meeting and action thereon, unless dispensed with by unanimous consent;
4. Report of the Board of Directors, if any;
5. Reports of the officers, if any;

6. Reports of committees, if any;
7. Election of Directors, if any;
8. Unfinished business, if any; and
9. New business, if any.
10. Adjourn.

The order of business at any meeting may be changed by the affirmative vote of Members possessing a majority of the voting power of the Members present and entitled to vote.

3.13 Action by Unanimous Written Consent of the Members. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in writing or writings signed by all of the Members. The writing or writings evidencing such action taken by the unanimous written consent of the Members shall be filed with the records of the Association.

3.14 New Members. Any person entitled to membership shall make such fact known to the Association by giving written notice to the Secretary of the Association at the principal office of the Association. Until such fact is made known to the Association, said person may vote or receive notice of meetings of the Association only upon recognition of such ownership by the Association.

ARTICLE IV **BOARD OF DIRECTORS**

4.01 General Powers of Board of Directors. The affairs of the Association shall be governed, its business and affairs shall be conducted, and its property shall be controlled by a Board of Directors, except where otherwise required by the laws of Indiana, the Declarations, the Articles of Incorporation, or these By-Laws.

4.02. Powers of the Board. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing: (1) the arbitration of disputes among Members arising out of restrictions in the use of such Members' lots, and (2) the use of the facilities of the Association and the personal conduct of the members and their guests thereon and penalties for the infraction thereof.

(b) Suspend a Member's voting rights and right to use the Association's facilities, if any, during any period in which such Member shall be in default in the

payment of any assessment levied by the Association or as a result of any Member's infraction of the rules and regulations established by the Directors.

(c) Declare the position of any Director to be vacant in the event such Director shall be absent without permission from the remaining board members from three (3) consecutive regular meetings of the Board of Directors.

(d) File and foreclose the Association's lien for unpaid assessments against any property for which such assessments are not paid within sixty (60) days after the due date thereof, or bring an action at law against the party personally obligated to pay the same.

(e) Employ such employees (including, without limitation, an Association facilities manager) as it deems necessary or appropriate to operate the facilities owned by the Association, or to furnish landscape maintenance service or other services to the lot owners, and to prescribe the duties of each employee.

(f) Enter into such contracts, agreements, and make such other arrangements upon such terms and conditions as it deems necessary or appropriate to operate and maintain the facilities owned by the Association, and to furnish or provide for the lot owners services it deems necessary including but not limited to landscape maintenance services.

(g) Bond all officers and employees having fiscal responsibilities, as may be deemed appropriate.

(h) Purchase, lease or otherwise acquire real or personal property in the name of the Association.

(i) Do all things necessary to carry out the purposes of the Association.

4.03 Duties of the Board. The Board of Directors shall have the duty to:

(a) Keep a complete record of all its acts and the Association's affairs and present a statement therefore to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members possessing at least twenty-five percent (25%) of the voting power of the Association.

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

(c) Fix the amount of the annual assessment at least thirty (30) days in advance of each fiscal year.

(d) Send written notice to every Member at least thirty (30) days in advance of each change in the amount of the annual assessment which notice shall also include the date, time and place of a special meeting of the Members to be held for the purpose of reviewing the budget and annual assessment.

(e) Call and conduct a special meeting of Members within 30 days after announcing a change in the amount of the annual assessment for the purpose of reviewing with the members the budget and the reasons for the change in the annual assessment and permitting the members to express their views on the budget and assessment.

(f) Require that all facilities owned by the Association and all buildings and landscaped areas located on the Members' lots be well maintained.

(g) Procure and maintain liability, fire and other hazard insurance on property owned by the Association.

(h) Take whatever other actions are necessary or appropriate to achieve the purposes for which the Association has been formed.

4.04. Number. There shall be three (3) Directors. All of the Directors shall be Members or representatives of Members who are not individuals.

4.05 Term of Office. The initial Directors named in the Articles of Incorporation, shall serve until the Turnover Date. At the first meeting of the Members, which shall be held within thirty (30) days of the Turnover Date, the Members shall elect three (3) Directors for three staggered terms ending at the next three (3) successive annual meetings. The person who receives the most votes at the first meeting shall serve for three (3) years, the person with the next highest vote count shall serve for two (2) years, and the person with the third highest vote count shall serve for one (1) year. At each annual meeting thereafter, the Members shall elect one Director who shall sit for a term of three (3) years.

4.06 Removal and Resignation. Any Director may be removed from the Board, with or without cause, by the Members of the Association, at any annual or special meeting of the Members if in the notice of such meeting the intention to consider such removal is specifically stated. Such removal shall be by the affirmative vote of Members possessing not less than two-thirds (2/3) of the voting power of the Members present and entitled to vote.

4.07 Resignation. Any Director may voluntarily resign at any time in writing effective as of the date specified in the resignation. Unless otherwise specified, the acceptance of a resignation shall not be necessary to make it effective.

4.08 Vacancies. Prior to the Turnover Date, vacancies among the initial Board of Directors or their successors shall be filled by the appointees of Bridgewater Limited LLC. After Turnover Date, a vacancy in the Board of Directors may be filled by a majority vote of the remaining Directors, even though they are less than a quorum. A Director so elected shall be deemed to be elected for a term equal to the unexpired portion of the term of the vacating Director.

4.09 Compensation. No Director shall receive compensation from the Association for any service he may render to the Association, provided that a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION DIRECTORS

5.01 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at any annual meeting after the Turnover Date. The Nominating Committee shall consist of three (3) Members of the Association or representatives of Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting at which Directors are elected. Such appointment shall be announced by the Board of Directors.

The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled on the Board. Such nominations may be made only from among Members or representatives of Members entitled to vote.

5.02 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast as many votes as they are entitled to cast under the provisions of the Articles and these By-Laws for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI

MEETING OF DIRECTORS

6.01 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and at such places as the Board of Directors may decide. After the Turnover Date, the Board of Directors shall hold at least four (4) such meetings per fiscal year.

6.02 Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

6.03 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.04 Organization. At each meeting of the Board of Directors, the president, or, in his absence, the vice-president, or in the absence of both, a chairman chosen by a majority of the Directors present, shall act as chairman. The secretary, or, if the secretary is not present, any person whom the chairman of the meeting shall appoint, shall act as secretary of the meeting.

6.05 Action Writing in Lieu of Meeting. Any action which by virtue of any provisions of the laws of Indiana, the Declarations, the Articles of Incorporation, or these By-Laws may be taken at a meeting of the Directors, may be taken without a meeting if authorized by a writing signed by all the Directors.

6.06 Meetings Through Communications Equipment. Meetings of the Board of Directors may be held through any communications equipment provided that all persons participating in the meeting can hear each other. Persons participating through communications equipment shall be considered for purposes as present at any meeting held pursuant to this Section 6.06.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Enumeration of Officers. The officers of this Association shall be a president and a vice-president, a secretary, a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

7.02 Election of Officers. Each officer shall be elected annually by the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

7.03 Term. Each officer of the Association shall hold office until his successor is elected, unless any such officer resigns, or is removed or is otherwise disqualified to serve.

7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require. Each officer specifically appointed shall hold office for such period, have such authority, and perform such duties as the Board

of Directors may, from time to time, determine. The Board of Directors may delegate to any officer the power to appoint any subordinate officers, agents, or committees. In the absence of any officer, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for such time as they determine, the power and duties of such officer to any other officer, or to any Director.

7.05 Resignation and Removal. Any officer may be removed from office with or without cause by majority vote of 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 shall take effect on the date of receipt of such notice or at any later time so specified. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

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

7.07 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any other offices except in the case of special offices created under Section 7.04 of this Article.

7.08 Duties. The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the members; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, contracts and other written instruments to which the Association is a party; sign all checks and co-sign promissory notes of the Association upon authorization of the Board of Directors.

(b) Vice President. The Vice President shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and exercise and discharge such other duties as may be required of him by the Board of Directors or the president.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board or the president.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors, keep proper books of account, and co-sign all promissory notes of the Association upon authorization of the Board of Directors. After the

Turnover Date, the Treasurer also shall have the Association's books reviewed by an accountant at the completion of each fiscal year, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each statement to the Members.

ARTICLE VIII **BOOKS AND RECORDS**

8.01 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE IX **DURATION**

9.01 The Association shall remain in existence so long as: (a) the Association owns any property or facilities held for the common benefit of all the Members; or (b) the Association has the right and power to enforce any restriction applicable to any lot; or (c) the Association has the right and power to arbitrate disputes in connection with any restriction applicable to any lot.

ARTICLE X **DISSOLUTION**

10.01 In the event of dissolution, the Directors and Members shall provide for the distribution of the corporate assets in a manner which does not deprive the Association of tax exempt status.

ARTICLE XI **AMENDMENT AND REGULATIONS**

11.01 Notice of Amendments. A holder or insurer of a first mortgage upon any lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the lot) shall be entitled to timely written notice of:

- (a) Any proposed amendment of these By-Laws; and
- (b) Any proposed termination of the Association (unless the Association automatically terminates pursuant to the provision of Article IX above.

11.02 Amendments Regarding Voting. The unanimous consent of all Members present, in person or by proxy, who are entitled to vote at a duly called and noticed

meeting of the Association, shall be required for any amendment of the Articles of Incorporation or amendment of these By-Laws which affect a change in (a) the allocation of voting powers and control contained in Article III above; or (b) the fundamental purposes for which the Association is organized.

11.03 Other Amendments. Except as provided in Section 11.02 above, the consent of sixty-six and two-thirds percent (66 2/3%) of the Members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association shall be required to amend these By-Laws.

ARTICLE XII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

12.01 Indemnification: Actions by Others. The Association may indemnify or agree to indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative, other than action by or in the right of the Association, by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, domestic or foreign, nonprofit or profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.02 Indemnification: Actions by or in the Right of the Association. The Association may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a trustee, director, officer,, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of

any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper. Indemnification or contribution shall be allowed only pursuant to I.C. 23-17-1-1, et seq.

12.03 Successful Defense. To the extent that a person specified in 12.01 or 12.02 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in 12.01 or 12.02, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

12.04 Specific Case Determination. Any indemnifications under 12.01 and 12.02, unless ordered by a court and subject to 12.03 above, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person specified in 12.01 and 12.02 is proper in the circumstances because he has met the applicable standard of conduct set forth in 12.01 and 12.02. Such determination shall be made (1) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding referred to in 12.01 or 12.02; or (2) if such a quorum is not attainable, or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years; or (3) by the Members; or (4) by the Court in which such action, suit, or proceeding referred to in 12.01 or 12.02 was brought. If an action or suit by or in the right of the Association is involved, any determination made by the disinterested Directors under this 12.04 or by independent legal counsel under this 12.04 shall be communicated promptly to the person, if any, who threatened or brought the action or suit under 12.02, and within ten (10) days after receipt of such notification, such person shall have the right to petition the Court in which the action or suit was brought to review the reasonableness of such determination.

12.05 Advance payment. Expenses, including attorney's fees, incurred in defending any action, suit or proceeding referred to in 12.01 and 12.02 may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Directors in the specific case upon receipt of the undertaking by or on behalf of the person specified in 12.01 and 12.02 to pay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

12.06 Non-Exclusive. The indemnification provided in this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under the Articles of Incorporation or the By-Laws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to serve in capacity hereinabove specified, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.07 Insurance. The Association may purchase and maintain insurance on behalf of any director, officer or person specified in 12.01 and 12.02 against any liability asserted against him and incurred by him in any such capacity, or rising out of his status as such, whether or not the Association should have the power to indemnify him against such liability under this Article.

12.08 Other Entities. For purposes of this Article, references to the Association include all constituent corporations in a consolidation or merger, and the new or surviving corporation so that any person who is or was serving in a capacity specified above shall stand in the same position under this Article with respect to the new or surviving corporation as he would if he had served the new or the surviving corporation in the same capacity.

ARTICLE XIII **MISCELLANEOUS**

13.01 Conflict Between Articles and By-Laws. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

13.02 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of filing the Articles with the Secretary of State of Indiana.

13.03 Service of Notice on the Board of Directors. Notices required to be given to the Board of Directors or to the Association may be delivered to any Member of the Board of Directors or officer of the Association, either personally or by mail, addressed to such Member or officer at his home.

13.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declarations or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.05 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declarations and these By-Laws shall be deemed to be binding on all Members, their successors, heirs and assigns.

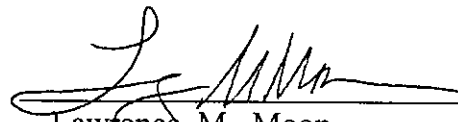
13.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

13.07 Gender and Grammar. The singular whenever used shall be construed to mean the plural when applicable. The necessary grammatical changes required to make the provisions of these By-Laws apply to corporations, partnerships or individuals shall be assumed. The necessary grammatical changes required to make the provisions of these By-Laws apply to men and women shall be assumed.

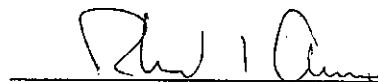
IN WITNESS WHEREOF, the The Reserve at Bridgewater Homeowners' Association, Inc. has caused this instrument to be duly executed this 30th day of August, 1998.

Signed and acknowledged
in the presence:

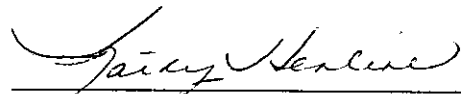
**BRIDGEWATER
HOMEOWNERS' ASSOCIATION, INC.**



Lawrence M. Moon



Richard L. Arnos



Kathy Henline