

**SECOND AMENDMENT**  
to the  
**CODE OF BYLAWS**  
for  
**FAIRFIELD FARMS PROPERTY OWNERS ASSOCIATION, INC.**

COMES NOW the Fairfield Farms Property Owners Association, Inc., by its Board of Directors, on this 12 day of September, 2010, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Noblesville, Hamilton County, Indiana commonly known as Fairfield Farms was established upon the recording of certain Plats with the Office of the Recorder for Hamilton County, Indiana; and

**WHEREAS**, the Plat for Fairfield Farms, Section 1, was filed with the Office of the Hamilton County Recorder on July 13, 1990, as **Instrument # 9019509**; and

**WHEREAS**, the Plat for Fairfield Farms, Section 2, was filed with the Office of the Hamilton County Recorder on April 14, 1992, as **Instrument #9213577**; and

**WHEREAS**, the Plat for Fairfield Farms, Section 3, was filed with the Office of the Hamilton County Recorder on September 15, 1993, as **Instrument #9344563**; and

**WHEREAS**, the Plat for Fairfield Farms, Section 3-A, was filed with the Office of the Hamilton County Recorder on August 2, 1993, as **Instrument #9344564**; and

**WHEREAS**, the Plat for Fairfield Farms, Section 4, was filed with the Office of the Hamilton County Recorder on September 28, 1994, as **Instrument #9441384**; and

**WHEREAS**, the Plat for Fairfield Farms, Section 5, was filed with the Office of the Hamilton County Recorder on October 14, 1997, as **Instrument #9743565**; and

**WHEREAS**, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Restrictions for Fairfield Farms ("Declaration"), recorded in the office of the Hamilton County Recorder on August 2, 1989, as **Instrument #8916195**, which states that by taking a deed to any Lot as set forth on the above listed Plats for the Fairfield Farms development, each owner becomes a mandatory member of the Fairfield Farms Property Owners Association, Inc., an Indiana nonprofit corporation ("Association"); and

**WHEREAS**, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on June 28, 1991; and

**WHEREAS**, the Association's Initial Board of Director(s) adopted a Code of Bylaws ("Bylaws") for the Association and the homeowners within Fairfield Farms; and

**WHEREAS**, the Articles, Article IX, Section 4, and the Bylaws, Article X, Section 1, states that the power to make, alter, amend or repeal the Code of Bylaws, without the consent of the Members, shall be vested in the Board of Directors of the Association; and

**WHEREAS**, pursuant to the authority granted to the Board of Directors by the Articles of Incorporation and the Code of Bylaws, the Board of Director(s) desires to make the following amendments to the current Bylaws;

**WHEREFORE**, the following Amendments to the Code of Bylaws are hereby approved and adopted by a majority vote of the Board of Directors of the Fairfield Farms Property Owners Association, Inc. These amendments do not conflict in any manner with any provision contained in the Declaration or the Articles, and it is the intention of the Association that all current Bylaw provisions not effected by these amendments are deemed and desired to remain in full force and effect.

*Article IX is hereby amended to read as follows:*

## ARTICLE IX

### **ASSESSMENTS AND ENFORCEMENT**

**Section 1. Assessments.** Each Owner, with the exception of the Developer, is obligated to pay to the Corporation annual and special assessments, as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within such period, it shall bear interest at a rate of twelve percent (12%) per annum, as provided in the Declaration. In addition, the applicable Owner may be charged a reasonable late fee with respect to such assessment, in an amount as from time to time determined by the Board of Directors of the Corporation. The Owner shall be responsible for all expenses incurred by the Association prior to initiating a lawsuit to collect delinquent assessments, including attorney fees. The Association may bring an action in any court having competent jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorney fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs and attorney fees.

**Section 2. Enforcement.** The provisions of the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines for Fairfield Farms, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in Fairfield Farms. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board or Architectural Control Committee, each owner in violation shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines of Fairfield Farms, including, but not limited to, the preparing and sending of violation letters, towing of

vehicles, self-help or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said rule or regulation.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles or Bylaws, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

These additional remedies are adopted herein to maintain the intent and spirit of the Declaration, Articles or Bylaws that the Association and its members should not be penalized or suffer a financial loss to the Association's operating budget for the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

**[The remainder of this page intentionally left blank]**

The undersigned hereby certifies that this Second Amendment to the Code of Bylaws of Fairfield Farms Property Owners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association.

FAIRFIELD FARMS PROPERTY OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
President  
Date 9/13/10  
DAVID TYLER RICE  
\_\_\_\_\_  
Printed Name of Director

ATTEST:

  
\_\_\_\_\_  
Secretary  
Date 09-12-10  
DAN KEMBLE  
\_\_\_\_\_  
Printed Name of Director