

**BY-LAWS**  
**of**  
**WILDWOOD PARK COMMUNITY ASSOCIATION, INCORPORATED**

**Article I: Name**

The name of this corporation shall be “Wildwood Park Community Association, Incorporated.”

**Article II: Objects and Purposes**

Wildwood Park Community Association, Inc. is an Indiana non-profit corporation which has and shall have all of the powers and duties as successor to the Wildwood Park Company, a corporation, and Lee J. Ninde, as set forth in deed record 241, pages 441-449 in the office of the Recorder of Allen County, Indiana, including without limitation the enforcement of the observance and performance of the covenants, agreements, easements, restrictions, conditions, limitations and charges against all lots and parcels of land in those certain additions to the City of Fort Wayne generally known as Wildwood Park Addition, Wildwood Park Second Addition, Wildwood Park Second Addition Extended, and Wildwood Park Addition Amended, as those lots and additions may be further divided and subdivided from time to time. In addition, Wildwood Park Community Association, Incorporated may, and at the direction of the Board of Directors shall, provide for the education of its members through meetings and through publications, in all matters affecting the neighborhood, including its history and geology, and its relation to its lands and activities adjacent thereto including the Indian portage, the Interurban railroad, the Wabash & Erie Canal, and the many historical buildings and aspects of the neighborhood; may preserve and publish articles concerning the history of Wildwood Park; may participate as a representative of its members in public proceedings affecting Wildwood Park directly or indirectly; and may provide opportunities for social activities which bring together the members of the Association.

**Article III: Membership**

Section 1: Eligibility

There are two classes of membership.

- (a) Regular Members. All persons who are owners of a lot or lots in Wildwood Park Addition, Wildwood Park Second Addition, Wildwood Park Second Addition Extended, and Wildwood Park Addition Amended, as those lots and Additions may be subdivided or replatted from time to time, are regular members of the Association by virtue of their land ownership. Owners of lots added to the restrictive covenant area of Wildwood Park are also regular members.
  - i. All joint owners of land in fee simple, whether as tenants in common, joint tenants, tenants by the entireties, or as tenants in partnership, shall be considered a single member for purposes of membership eligibility and voting.
  - ii. If the land is rented, the landlord and not the tenant shall be eligible for membership.

iii. If the land is subject to a life estate, the life tenant shall be eligible for membership during his or her lifetime; but any unpaid annual dues accruing during the life estate shall be a charge against the land and shall be the responsibility of the holder of the remainder as well as the life tenant.

(b) Associate Members. At the discretion of the Board of Directors, persons owning land near Wildwood Park but not eligible for membership as a regular member may be offered membership as an associate member. The term of Associate membership shall be one business year, commencing with the Annual Meeting and concluding with the Annual Meeting for the next succeeding year, both meetings inclusive. There shall be no automatic right of renewal of an associate membership but, rather, renewals shall be discretionary with the Board of Directors. The rules of membership eligibility set forth in subsections (i), (ii), and (iii) of section 1(a) above shall apply to associate memberships.

#### Section 2: *Rights of Membership*

Regular membership is a right that runs with the land and is transferrable only with title. If a dispute shall arise between the holder of legal title and holder of equitable title as to the right of membership, membership shall belong to that person who is ultimately liable for real estate taxes. In all matters placed before the members for vote, each member shall have two ballots for each home owned by a regular member; and if the regular member owns unimproved land not functionally part of the improved lot owned by that regular member, then for each such lot as platted said regular member shall have two ballots. Each lot as developed represents a single membership. Associate members shall have two ballots regardless of the number of lots or homes they may own. All members, regular or associate, have the equal right to participate in all Association activities and events. All members, regular or associate, have the right to serve as officers, but only regular members may serve as Directors.

#### Section 3: *Annual Meeting of Members*

An Annual Meeting of members shall be held during the first six months of each calendar year, at a place in Allen County, Indiana determined by the Board of Directors. The Secretary shall give notice of the Annual Meeting in accordance with IC 23-17-10-5, as that statute may be amended or replaced from time to time. At the Annual Meeting the President and the Treasurer shall report on the activities and financial condition of the Association; the results of balloting for the position of Director shall be announced; and the members shall consider and act upon such other matters as may be raised consistent with the notice requirements of law. Annual dues to be paid by regular members shall be voted upon in accordance with Article IV, Section 15 of these By-laws.

#### Section 4: *Special Meetings of Members*

A Special Meeting of members may be called by the President, or by resolution of the Board of Directors. In addition, a Special Meeting of members may be called by a petition of at least ten percent of all members, regular and associate, upon delivery of that petition signed and dated, to the Association's Secretary, demanding a Special Meeting and describing the purpose for which

the meeting is to be held. The sufficiency of such a petition is governed by IC 23-17-10-2, as that statute may be amended or replaced from time to time. A quorum at a Special Meeting of members shall be twenty-five regular and/or associate members. Notice of the Special Meeting shall be given pursuant to IC 23-17-10-5, as that statute may be amended or replaced from time to time.

Section 5: *Voting Rights*

The Treasurer shall maintain a list of members of the Association, both regular and associate. Even if a regular member shall not have paid his or her dues, that member is entitled to vote. The Treasurer shall make the list of members available for inspection beginning five days before the date of the annual or Special Meeting for which the list was prepared. The list shall show the names and addresses of all regular and associate members. An associate member who shall not have paid his or her dues for the then-current year shall not be a member entitled to vote. The list of members entitled to vote shall also be made available at the annual or Special Meeting, and all members shall have the right to inspect that list. The use of information and the distribution of information acquired from inspection or copying of the list of members is restricted, and is governed by IC 23-17-11-1, as that statute may be amended or replaced from time to time. If membership appears of record in the names of two or more persons, then if only one person votes that vote binds all owners of that lot; and if more than one person votes, the two ballots shall be divided on a pro rata basis.

Section 6: *Quorum Requirements for Annual Meetings of Members*

A quorum shall consist of ten percent (10%) of the Association membership (total of regular and associate). Each lot represents a single membership. However, unless at least 1/3 of the members (total of regular and associate) are present in person or by proxy, the only matters that may be voted upon at an Annual Meeting of members are those matters that are described in the meeting notice.

Section 7: *Voting Procedures*

The Board of Directors may distribute ballots for the office of Director to be delivered by members to one or more officers prior to the Annual Meeting and to be cast by that officer at the Annual Meeting on behalf of those members, regular and associate, who choose to vote in absentia. A member voting in absentia without proxy shall not be deemed present for the purposes of determining whether a quorum exists. All ballots for a position of Director shall be in writing. Ballots not cast in absentia must be cast at the Annual Meeting. A ballot cast by proxy shall be accompanied by a copy of the signed proxy. All other matters determined by vote of the members will be decided by voice vote, show of hands, or such other method as, in the discretion of the presiding officer, may clearly determine the outcome of the vote.

Section 8: *Voting Results*

- (a) If a quorum exists, action on a matter other than the election of Directors is approved if the votes cast favoring the action exceed the votes cast opposing the action.

- (b) Directors are elected by a plurality of the votes cast by the members entitled to vote in the election at a meeting at which a quorum is present. Members are not entitled to cumulate their votes for Directors.

Section 9: *Proxy Voting*

A member may deliver to the Secretary his or her appointment of a proxy, who thereafter shall have the right and power to vote in all matters submitted to the membership for a vote, to the same extent as if the member were present in person. To be valid, a proxy must be in writing, identifying with particularity the person appointed as proxy by name and address, shall be signed by the member, and shall be dated and affirmed under the penalties for perjury. The appointment of a proxy is revocable by the member, and may be revoked at any time in writing, signed by the member, and dated. The appointment of the proxy and the revocation of such an appointment are not effective until delivered to the Secretary of the Association. The appointment of a proxy is effective only for the meeting(s) specified in the notice of appointment of the proxy. The death or incapacity of the member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer of the Association authorized to count or tabulate votes before the proxy exercises the proxy's authority under the appointment.

Section 10: *Addresses of Members*

Notwithstanding any member's request to the contrary, the Association may communicate with regular members by mailing or delivering such notices, demands and other papers to the member's address as shown of record in the Allen County Assessor's office, Fort Wayne, Indiana. The Association may, but need not, communicate with regular members at such addresses as such regular members shall from time to time advise the Association's Treasurer in writing. The addresses of associate members shall be those addresses used by such associate members at the time they shall have paid their dues. The correctness of each such address shall be determined annually, at the time of dues payment.

**Article IV: Board of Directors**

Section 1: *Powers of the Board of Directors*

All powers of the Association shall be exercised by or under the authority of the Board of Directors; and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

Section 2: *Qualifications*

A Director must be an individual. A Director, whether elected or appointed, must be a regular member.

Section 3: *Number of Directors*

There shall be seven (7) Directors.

Section 4: *Staggered Terms*

Subject to the provisions of Sections 5 and 6 below, each Director shall serve for a term of three (3) years or until his or resignation is delivered to the Board of Directors or until the Director is removed by the Board of Directors, whichever occurs first; provided, however, that any Director completing his or her 3-year term shall remain in office until his or her successor is qualified. In no event shall a Director hold over after the expiration of his or her term by more than one year, except as may be authorized by a Special Meeting of the Board of Directors at which the affected Director does not participate. A Director may serve not more than two consecutive terms of three years each. This term limit shall not limit a Director from serving more than two terms of three years each, if the additional terms are not consecutive. Terms shall be staggered, with elections for two, two, and three Directors in each of the three consecutive years, except as provided in Section 7 below.

Section 5: *Resignation of Directors*

A Director may resign at any time by delivering written notice to the President or the Secretary of the Association. The resignation may specify an effective date, or it may be effective immediately. A majority of the remaining members of the Board of Directors shall fill the vacancy caused by resignation. The Director thus appointed fills the remaining unexpired term of the Director who has resigned.

Section 6: *Removal of Directors*

(a) **Removal for Cause.** A Director may be removed by the Board of Directors for cause. It shall be cause to remove a Director if any of the following shall occur:

- i. The Director shall cease being a regular member.
- ii. The Director shall have failed to attend four consecutive regular meetings of the Board of Directors;
- iii. The Director shall have usurped the corporate authority of the Association, misappropriated monies of the Association, engaged in conduct which exposes the Association to ridicule or embarrassment; or misrepresents his or her status or authority as member of the Board of Directors in any official communication on behalf of the Association.

If the majority of the Board of Directors determines that such cause exists, the Board may remove said Director from office.

(b) **Other Grounds for Removal.** A Director may be removed from office for other grounds, including conviction of a felony, failure to pay dues assessed by the Association, maintaining a nuisance on lands within the Association's representation area, or any other action suggesting abandonment of the position of trust and responsibility accorded to a Director. Such a Director may be removed from office only by a vote of 2/3 or more of the Directors.

(c) The Director who is the subject of a motion for removal has the right to vote at the meeting of the Board of Directors where such motion is decided.

Section 7. *Replacement of a Director Removed by the Board of Directors*

If the Board of Directors shall remove a Director, the Board may appoint a successor Director who shall serve until the next succeeding Annual Meeting. At the next succeeding Annual Meeting, the members shall elect a successor, who shall fill out the remaining unexpired term, if any, of the Director thus removed.

Section 8. *Partial Terms*

A Director appointed or elected to fill all or part of the remaining term of a Director who has resigned or who has been removed is thereafter still eligible for two full, three-year consecutive terms. A partial term served by a replacement Director shall not be considered a "term" for purposes of the two three-year term limits.

Section 9. *Meetings of the Board of Directors*

Meetings of the Board of Directors shall be held at such times and places as the Board of Directors may from time to time determine. Such meetings may be called by the President or by any three (3) Directors upon three (3) days prior written notices upon all Directors, provided, however, that notice of any meeting may be waived in writing by any or all of the Directors. Written notice includes electronic mail (e-mail) notice to any Director having an e-mail address. Any meeting called by the President or by any three (3) Directors shall be a regular meeting unless the notice of meeting designates it to be a Special Meeting limited to one topic as described in the notice. At any Directors' meeting, a quorum shall consist of four (4) Directors. Directors may not appear or vote by proxy.

Section 10. *Consent to Action*

If and when four or more Directors shall severally or collectively consent in writing to any action to be taken by the Association, such action shall be as valid as a corporate action as if it had been authorized at a meeting of the Board of Directors. Written consent may be evidenced by e-mail or other electronic communication. The Secretary shall preserve paper copies of all such actions of the Board of Directors undertaken by such written consent.

Section 11. *By-laws Amendments*

The Board of Directors shall have power to make, amend or delete any by-law.

Section 12. *Committees*

The Board of Directors may appoint one or more committees, which may consist of members of the Board, regular members and/or associate members, to address such issues as may arise from time to time, and may delegate to such committees only such powers and duties as are specifically set forth in the resolution appointing that committee, set forth in Minutes of the Association. Such committees shall be ad hoc committees, and may be created and dissolved at the pleasure of the Board. In addition, there shall be an Architectural Control Committee, which shall consist of three (3) regular members of the Association to pass upon plans and all specifications for any buildings, fences, and walls to be erected in any of the lands governed by the restrictive covenants enforced by the Association; and to enforce the observance of the restrictions, covenants and conditions applicable to the lots therein. The Architectural Control Committee shall be an ad hoc committee, and its members shall be appointed specially by the

President for each project to be reviewed. The Committee may approve or reject plans for specifications for buildings and improvements, the location and construction of fences and hedges in the nature of fences, and the cutting down of trees, and the action of such committee in approving or rejecting any plans or specifications, or improving the location and design of any fence or hedge in the nature of fence, or approving or rejecting the proposal to cut down a tree, shall be binding on all persons subject, however, to the aggrieved persons' right to invoke the grievance resolution procedure, as a claimant, under Article VII of these bylaws within ten (10) days after the receipt of the decision of the committee. The meeting prescribed by Article VII, section 10(4) shall be a meeting with the Board of Directors. At such a meeting, the Board shall hear any person desirous of appearing before it; and at the conclusion of the hearing shall affirm, reject or modify the ruling of the committee; or make such ruling as to it may seem proper. The decision is final and binding on all persons, except as and to the extent that the aggrieved person as claimant may successfully pursue remedies under sections 9, 10, 11, 12 and 13 of Article VII. In the event of a vacancy on the Architectural Control Committee, or the inability of a member of the Architectural Control Committee to attend to a particular application or petition, or if it shall appear that a member of the Architectural Control Committee shall have a conflict of interest and cannot hear and determine the particular matter, then the President shall appoint a replacement for such committee member. A regular member may request a prompt ruling by the Committee, in which event the failure of the Committee to render a decision within ten (10) days after the written request for prompt ruling has been delivered to the chair of the Architectural Control Committee shall be deemed to be approval of the course of action proposed by the petitioner.

Section 13. *Compensation of Directors*

Directors shall not be compensated for their work on the Board of Directors or on any committee. The Board of Directors may authorize reimbursement of actual expenses incurred by any Director or Officer in fulfillment of his or her duties as a Director, as an Officer, as a committee member, or as a volunteer assisting in the Association projects or events.

Section 14. *Membership Year*

Each year the Board of Directors shall fix the membership dues for associate members. The membership year for regular and associate members is the year commencing with an Annual Meeting and ending with the next succeeding Annual Meeting, except if there is no succeeding Annual Meeting then one year from the date of the initial Annual Meeting.

Section 15. *Members' Dues and Collection Thereof*

- a. The Board of Directors is hereby vested with full authority to propose to the members the amount of annual dues to be collected from the owners of each lot and tract of land subject thereto, and payable by the regular members of the Association, under the provisions of the various deeds, plats and restrictive covenants referred to in these by-laws. The Board of Directors shall have the authority to adopt such rules and regulations and to take any and all action necessary or deemed advisable to enforce the collection of dues, interest and attorney fees, inclusive of the right, power and authority to employ attorneys and

institute and prosecute suits for and on behalf of and in the name of this Association.

- b. The dues amount shall be proposed at the Annual Meeting. If approved by the members in attendance, the dues shall be the dues obligation for the next succeeding year. If not approved, the preceding year's dues shall remain in effect until the next Annual Meeting. The Board shall have authority to delegate to any Officers or Directors the power to file notice of a lien for dues against any lot or lots subject thereto, and to compromise or release the same upon settlement or payment of the charges included in such notices, which may include all fees and expenses incurred and to be incurred in creating, filing, and releasing such liens. The Board of Directors shall have the full power to compromise and settle any claim for dues whether secured by the lien for dues or not. The Board of Directors shall have the power to seek collection of interest on unpaid dues, attorney's fees and reasonable costs of collection incurred in connection with the collection of such dues, whether subject to a lien or not.
- c. The Board of Directors shall have the authority to fix the amount of dues for associate members, from time to time. The Board of Directors may set the associate members' dues in advance of the membership year.

Section 16. *Property of the Association*

The Board of Directors shall have control over the property of the Association, including all common areas, and may establish rules for the use of such common areas. The use of common areas for private purposes shall not be permitted, except where a regular or associate member is a participant, sponsor or beneficiary of such activities. The Board of Directors may require indemnity, insurance, or compensation for such private use. The Board of Directors may authorize the use of common areas for any public or charitable purpose. The Board of Directors may require indemnity, insurance or compensation for such public or charitable use.

Section 17. *Insurance*

The Board of Directors is authorized to obtain liability insurance protecting the Association and all Officers and Directors from and against any liability arising out of the performance of their duties as Officers and Directors; insuring against any liability arising out of the use of premises owned, controlled, maintained or erected by the Association or any improvements thus owned, controlled or erected; or the negligence or failure of the Association or its Officers or Directors to act or fail to act. Nothing in this Article limits the scope of insurance which the Board of Directors may obtain, so long as the Association, and/or the Officers or Directors in their capacity as such, are insureds under such policy of insurance. Nothing in this Section 17 constitutes evidence that an Officer or Director may be liable for any action or inaction.

**Article V: Officers**

Section 1. *Officers*

The Board of Directors shall appoint a President, a Vice President, a Secretary, and a Treasurer. An individual may simultaneously hold more than one (1) office in the Association. An Officer must be a member, but need not be a Director.



Section 2.    *President*

The President shall be the chief executive officer of the corporation and shall preside over all meetings of the Board of Directors and meetings of the members. He or she shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

Section 3.    *Vice President*

The Vice President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The Board of Directors may also assign other duties to the Vice President.

Section 4.    *Secretary*

The Secretary shall attend all meetings of the members and meetings of the Board of Directors and shall prepare Minutes of the Directors' and the members' meetings. He or she shall give all notices required by statute, by law, or by resolution or by these by-laws, and shall perform such other duties as may be delegated the Board of Directors. In the absence of the Secretary, the duties of the Secretary may be performed by any other Officer. The Secretary shall authenticate all corporate records, except that the Treasurer shall authenticate the status of all dues payments.

Section 5.    *Treasurer*

(a) The Treasurer shall have custody of all monies of the Association and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements, shall deposit all monies in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors, shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Directors at the regular meetings of the Board of Directors and whenever requested by them, an account of all transactions as Treasurer and of the financial condition of the corporation. If required by the Directors, he or she shall furnish proper fidelity bond conditioned on the faithful performance of the duties of this office.

(b) The Treasurer shall maintain the list of regular members and associate members of the Association and shall present such membership lists whenever required by law or by these by-laws. The Treasurer's list of members may be inspected at any reasonable time by any Director. The list of members shall be made available for inspection at any Annual Meeting or Special Meeting of the members.

(c) The Treasurer shall issue receipts for all dues, shall maintain a current and accurate list of all dues receivable and accounts receivable, and shall render a true Statement of Account to any member, prospective purchaser of land from a member, real estate broker involved in the proposed sale or purchase of land within the Association's representation

area, or any attorney at law or attorney in fact representing any proposed purchaser, disclosing the status of the account for dues chargeable to the lot or lots in question; and such Statement shall bind the Association.

(d) The Treasurer shall prepare an analysis and report to accompany the request for dues approval at the Annual Meeting.

(e) Unless otherwise determined by the Board of Directors, the Treasurer shall be the Association's Resident Agent for service of process, and the Treasurer's residence or business address shall be the Association's registered office.

#### **Section 6. *Other Officers and Other Responsibilities***

The Board of Directors may, from time to time, but need not, appoint an assistant Secretary or an assistant Treasurer, whose duties shall be to assist the Secretary or the Treasurer, as the case may be, during the period of absence or disability of the Secretary or Treasurer; and such assistant Secretary and assistant Treasurer shall also perform other duties as the Board of Directors may from time to time delegate to them. The Board of Directors may assign duties to Officers in addition to those stated in these by-laws.

#### **Article VI: Other Provisions of Law**

Except where displaced by these by-laws, the provisions of IC 23-17 as applicable to nonprofit corporations shall apply to the Association.

#### **Article VII: Grievance Resolution**

- Sec. 1. (a) This Article does not apply to an exempt claim unless the parties agree that this Article is applicable to the exempt claim.
- (b) "Governing documents" means the restrictive covenants applicable to Wildwood Park, these bylaws, and the articles of incorporation of the association.
- (c) "Association" means Wildwood Park Community Association, Inc.
- (d) "Board" means the board of directors of the association.

Sec. 2. (a) As used in this Article, "claim" refers to any of the following:

- (1) A claim arising out of or relating to the interpretation, application, or enforcement of the governing documents.
  - (2) A claim relating to the rights or duties of the association or the board under the governing documents.
  - (3) A claim relating to the maintenance of the subdivision.
  - (4) Any other claim, grievance, or dispute among the parties involving the subdivision or the association.
- (b) The term does not include an exempt claim.

Sec. 3. As used in this Article, "claimant" refers to a party who has a claim against another party.

Sec. 4. As used in this Article, "exempt claim" refers to any of the following claims or actions:

- (1) A claim by the association for assessments or dues and any action by the association to collect assessments or dues.
- (2) An action by a party to obtain a temporary restraining order or equivalent emergency equitable relief:
  - (A) to maintain the status quo and preserve the party's ability to enforce the governing documents; or
  - (B) when an emergency condition exists that jeopardizes the health or safety of any of the residents within the community governed by the association.
- (3) A suit to which an applicable statute of limitations would expire within the notice period. This subdivision does not apply if a party against which the claim is made agrees to toll the statute of limitations as to the claim for the period reasonably necessary to comply with this Article.
- (4) A dispute that is subject to mediation, arbitration, or other alternate dispute resolution under applicable law, contract, warranty agreement, or other instrument.
- (5) A claim that is substantively identical to a claim:
  - (A) that was previously addressed by the parties; or
  - (B) that was resolved by a judicial determination in favor of one (1) of the parties.

Sec. 5. As used in this Article, "legal proceedings" refers to either of the following:

- (1) An action maintained in a court.
- (2) An administrative proceeding initiated under an applicable law.

Sec. 6. As used in this Article, "party" refers to any of the following:

- (1) The association.
- (2) A member of the association.
- (3) The board.

Sec. 7. As used in this Article, "respondent" refers to the party against whom a claimant has a claim.

Sec. 8. These grievance resolution procedures apply to all members of the Association and the board.

Sec. 9. A claimant may not initiate a legal proceeding seeking redress or resolution of a claim until the claimant has complied with the procedures described in this Article.

Sec. 10. A claimant must provide notice of the claim to the respondent, stating plainly and concisely the following information:

- (1) The nature of the claim, including the date, time, location, persons involved, and the respondent's role in the claim.
- (2) The basis of the claim, including the provision of the governing documents or other authority out of which the claim arises.
- (3) What the claimant wants the respondent to do or not to do to resolve the claim.
- (4) That the respondent has a right to meet with the claimant, if the respondent makes a written request for a meeting.
- (5) The name and address of the person from whom the respondent must request a meeting under subdivision (4).

Sec. 11. (a) This section applies if a respondent has requested a meeting under section 10 of this Article not later than ten (10) business days after the date of the notice of the claim given under section 10 of this Article.

(b) The claimant and the respondent shall meet in person to resolve the claim by good faith negotiation, at the time and place agreed to by the claimant and the respondent.

(c) During the meeting, the parties must have full access to the property that is the subject of the claim to inspect the property, if appropriate or necessary. If the respondent agrees to take corrective action, the claimant must provide the respondent and the respondent's agents with full access to the property to take and complete corrective action.

Sec. 12. (a) The parties are considered to be at an impasse if:

- (1) the respondent does not request a meeting under section 10 of this Article;
- (2) either party fails to attend a meeting agreed upon under section 11 of this Article; or
- (3) the parties are unable to settle the claim at a meeting held under section 11 of this Article.

(b) Either party may, not later than ten (10) days after an impasse is reached, request in writing to the other party that the other party submit the claim to mediation or binding arbitration.

(c) The party making the request under subsection (b) is responsible for the costs of the mediator or arbitrator.

Sec. 13. If an impasse is reached and:

- (1) neither party requests mediation or arbitration; or
- (2) mediation or arbitration does not result in a settlement of the claim; the claimant may begin legal proceedings.

- Sec. 14. (a) This section applies if a claim is settled through negotiation, mediation, or arbitration.
- (b) The settlement of the claim must be documented in a written agreement signed by each of the parties.
- (c) If a party fails to abide by the settlement agreement signed under subsection (b), the other party may begin legal proceedings without again complying with this Article.
- (d) If a party who begins legal proceedings under subsection (c) prevails in those legal proceedings, the party is entitled to recover from the other party:
- (1) court costs;
  - (2) attorney's fees; and
  - (3) all other reasonable costs incurred in enforcing the settlement agreement.

Sec. 15. A release or discharge of a respondent from liability to the claimant with respect to the claim does not release or discharge the respondent with respect to any other person who is not a party to the claim.

- Sec. 16. The board, on behalf of the association, and without the consent of the members of the association, may do any of the following:
- (1) Negotiate settlements of claims or legal proceedings under this Article.
  - (2) Execute settlement agreements, waivers, releases of claims, or any other documents resulting from application of this Article.

Sec. 17. Except as otherwise provided in this Article, each party shall bear its own costs for application of this Article, including attorney's fees.

Dated: November 6, 2005  
Revised: July 23, 2014  
Revised: August 25, 2015