

**AMENDED AND RESTATED
BYLAWS
OF
AWB OWNERS ASSOCIATION, INC.**

**ARTICLE I
Identification and Applicability**

Section 1.01. Identification and Adoption. These Bylaws are adopted simultaneously with the execution of a certain Declaration of AWB Holdings, LLC (hereinafter sometimes referred to as "Declarant") to which these Bylaws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these Bylaws and reference is specifically made to Paragraph 1 of the Declaration containing definitions of terms. The provisions of these Bylaws shall apply to the Property and the administration and conduct of the affairs of the Corporation. These Bylaws shall also constitute the Bylaws of the Corporation.

Section 1.02. Name, Principal Office, and Resident Agent. The name of the Corporation is AWB Owners Association, Inc. (hereinafter referred to as the "**Corporation**"). The initial post office address of the principal office of the Corporation is 301 Airport North Office Park, Fort Wayne, IN 46825; and the name of its initial Resident Agent in charge of such office is John Nichols. The location of the principal office of the Corporation or the designation of its Resident Agent, or both, may be changed at any time or from time to time when authorized by the Board of Directors.

Section 1.03. Individual Application. All Owners, tenants, guests, invitees and other persons that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these Bylaws and the Act, and to any rules and regulations adopted by the Board of Directors as herein provided.

**ARTICLE II
Meetings of Corporation**

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board of Directors (subject to the provisions of Section 3.02 hereof), presenting the annual budget, and for such other purposes as may be necessary or required by the Declaration, these Bylaws or the Act.

See insert next page

Section 2.02. Annual Meetings. ~~The annual meeting of the Members of the Corporation shall be held on the third (3rd) Tuesday of January in each calendar year.~~ At the annual meeting, the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors of the Corporation in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

On Jan. 21, 2020, in Amendment No. 20 to the Declaration and Plans of AWB Condominium, Sec. 2.02 of the Amended and Restated Bylaws of AWB Owners Association, Inc. was amended in Section 15 of the 20th Amendment to provide that the Annual Meeting shall be the third Tuesday of November each year. See the following pages.

Wayne - 12888354

AMENDMENT NO. 20

TO DECLARATION AND PLANS OF AWB CONDOMINIUM

THIS AMENDMENT NO. 20 TO DECLARATION AND PLANS OF AWB CONDOMINIUM ("Amendment") is made as of the 21 day of January, 2020, under the following circumstances:

WITNESSETH:

The Declaration of AWB Holdings, LLC is dated the 23rd day of April, 2012 and recorded April 26, 2012 at Document No. 2012022148 in the Office of the Recorder of Allen County, Indiana ("Original Declaration"); and

WHEREAS, the Original Declaration pertains to a condominium development comprising commercial unit owners and residential unit owners within a fifteen (15) story building commonly known as the Anthony Wayne Building, with an accompanying covered parking garage and other common area amenities located in downtown Fort Wayne, Indiana; and

WHEREAS, the Original Declaration has been amended nineteen (19) separate times since its original recording, with the last amendment being Amendment No. 19 to Declaration and Plans of AWB Condominium dated July 25, 2018 and recorded August 14, 2018 at Document No. 2018040723 in the Office of the Recorder of Allen County, Indiana (the Original Declaration, Amendment No. 19, and all amendments to the Original Declaration which are of record in the Office of the Recorder of Allen County, Indiana being collectively referred to as the "Declaration"); and

WHEREAS, the Declarant, AWB Holdings, LLC, has substantively completed the build out and construction of the Commercial Units and Residential Units, has relinquished control of the Initial Board to AWB Owners Association, Inc. ("Association") and the Owners thereunder, and has reached agreement with the Association on the completion of various outstanding matters of Exhibit E to the Declaration; and

WHEREAS, Declarant desires to relinquish certain rights, obligations and responsibilities reserved solely unto Declarant pursuant to the Declaration to the Association, and the Association is ready to assume such rights, obligations and responsibilities; and

WHEREAS, Declarant's and Association's agreements as to the ongoing rights, obligations and responsibilities of each other require an amendment to the Declaration; and

WHEREAS, Association desires to amend certain provisions of the Bylaws; and

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RECORDED: 01/31/2020 11:26:47 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

2498258 v3
January 7, 2020

AUDITOR'S OFFICE

Duly entered for taxation. Subject
to final acceptance for transfer.

Jan 31 2020

Nicholas D Jordan

AUDITOR OF ALLEN COUNTY

2015. Recording of this Amendment with the Allen County, Indiana Recorder's Office shall satisfy the requirements of notice of the Applicable Date.

15. **Annual Meeting.** Section 2.02 of the Bylaws is amended to provide for the Annual Meeting of the Members to be held on the third Tuesday in November, beginning in November, 2020. All officers and members of the Board whose terms would otherwise have expired at a January Annual Meeting when elected, shall have a term which now expires at the Annual Meeting held in the November prior to the January Annual Meeting at which their term would have expired.

16. **Succession of Declarant's Rights by Association.** Any rights waived by Declarant pursuant to this Amendment which are succeeded to by the Association, pursuant to the terms hereof, shall constitute an amendment of those provisions and sections stated above in which the Association has succeeded to the rights of Declarant for the purpose of affording the Association all of the rights and privileges in exercising such rights effective as of the date hereof.

17. **Remaining Terms and Provisions.** Except as modified, amended or deleted pursuant to the terms of this Amendment, the remaining terms and provisions of the Declaration shall remain in force and effect. In the event of any conflict between the terms of the Declaration and this Amendment, the terms and conditions of this Amendment shall control.

18. **Applicable Consent.** The undersigned, on behalf of the Association, affirm that no less than sixty-seven percent (67%) in the aggregate of the Percentage Vote of both the Owners of the Residential Units and the Owners of the Commercial Units approved this Amendment following a meeting of the Owners held on January, 21 2020 after notice of such meeting was provided to the Owners pursuant to the terms and conditions of the Declaration and the Bylaws.

IN WITNESS WHEREOF, this Declaration is executed as of the date set forth above and is to be deemed effective upon its recording with the Allen County, Indiana Recorder's Office.

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