

BY-LAWS

CAMBRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this corporation is as follows:

CAMBRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

Its principal office is initially located at

11691 Fall Creek Road

Indianapolis, Indiana 46256

ARTICLE II

Definitions

Section 1. Declarant. "Declarant", as used herein, means:

The Marina Limited Partnership and The Marina I. L.P., an Indiana Corporation.

Section 2. The Project. "The Project", as used herein, means that certain community being developed by the Declarant in Hamilton County, Indiana, known as "Cambridge".

Section 3. Declaration. "Declaration", as used herein, means that certain Declaration of Covenants and Restrictions made the _____ day of _____, 1994, by the Declarant, and which Declaration is recorded as Instrument No. _____ in Plat Cabinet _____, Slide _____ in the Office of the Recorder of Hamilton County, Indiana.

Section 4. Association. "Association", as used herein, means Cambridge Property Owners' Association, Inc.

Section 5. Mortgage. "Mortgage", as used herein shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed or trust or any beneficiary thereof.

Section 6. Lot. "Lot", as used herein, means a parcel of subdivided land within the Project which is subject to the Declaration and upon which there is, or is to be, constructed a Dwelling.

Section 7. Dwelling. "Dwelling", as used herein, means and refers to a single family residence on a Lot within the Project.

Section 8. Common Areas and Facilities. "Common Areas and Facilities", as used herein, shall mean and refer to all property, real or personal, owned by the Association for the benefit, use and enjoyment of its members, including but not limited to all water lines, sewer lines, all cable T.V. and other similar reception systems, sprinklers, lights and other utility lines to the extent the same are outside the exterior walls of a Dwelling and are not subject to maintenance by the utility company rendering the service or the Owner of a Dwelling, and all facilities and property leased by the Association or wherein the Association has acquired rights by means of contract.

Section 9. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two (2) classes of voting membership:

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

(b) The Class B member shall be the Declarant or its nominee. The Class B membership shall lapse and become a nullity on the first to happen of the following events:

(1) the date upon which the written resignation of the Class B member is delivered to the resident agent of the Association;

(2) thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or;

(3) May 1, 2001.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Indiana, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consequently numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President, and the Secretary or an Assistant Secretary, and may be sealed with the corporate seal, if one is used. Such signatures may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships then issued and outstanding; but in no event shall a member receive an amount greater than the total of the amounts advanced or loaned by him to the corporation, plus the amounts paid in by him as membership dues or otherwise, together with simple interest at the rate of eight percent (8%) per annum.

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meeting. At the election of Declarant, but in no event later than ninety (90) days after all Lots in Cambridge have been sold and deeded by Declarant, Declarant shall notify all members that the first annual meeting of the members shall be held on a day specified in such notice. At such meeting the Board of Directors selected by Declarant shall resign and the members shall elect a new Board of Directors. Said initial meeting shall be for the purpose of electing a new Board of Directors and for the transaction of such other business as may properly be brought before the meeting. Thereafter, the annual meetings of the members shall be held not more than six (6) months after the close of the fiscal year of the Corporation. At such meeting there shall be a quorum in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business as may properly come before the meeting.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least forty percent (40%) of each class of the then members having been presented to the Secretary; provided, however, that no special meeting shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof, as well as the time and place where it is to be held, to each member of record at his address as it appears on the membership book of the Association; or, if no such address appears, at his last known place of address, at least ten (10), but not more than thirty (30), days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the then total votes of record shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as

otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members each Class A member shall have the right to cast one vote for each Class A membership which he owns on each question. The Class B member shall have the right to cast three (3) votes for each Lot of which it is the Owner in the Project. The vote of the members representing fifty-one percent (51%) of the total of the votes present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of statute or of the Articles of Incorporation, or of the Declaration, or of these By-Laws, a different vote is required, in which case, such express provision shall govern and control. The vote for any membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation, and attested by the Secretary or an Assistant Secretary of such corporation, and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be; and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. A member may appoint any other member or the Declarant or management agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of minutes of preceding meeting;
- (d) Reports of Officers, if any;
- (e) Reports of committees, if any;
- (f) Unfinished business;
- (g) New business;
- (h) Election or appointment of inspectors of election;
- (i) Election of Directors;
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Directors

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3), and not more than seven (7), natural persons.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant, need not be members of the Association, and shall serve at the election of the Declarant. The names of the Directors who shall act as such until such time as their successors are duly chosen and qualified, are as follows:

Allen E. Rosenberg
 Allen E. Rosenberg, Jr.
 Jane E. Nold Shriner

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the:

- (a) care, upkeep and surveillance of the Common Areas and Facilities and other areas identified in the Declaration, and in a manner consistent with law and the provisions of these By-Laws and the Declaration and execution of all contracts in connection therewith;

(b) establishment, collection, use and expenditure of assessments and/or carrying charges from the members and to provide for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Common Areas and Facilities and other areas identified in the Declaration, and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Facilities and other areas identified in the Declaration as are designated to prevent unreasonable interference with the use and occupancy of the Common Areas and Facilities by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(e) performance of all other duties imposed upon and exercise of all other rights granted to the Association hereunder and under the Declaration.

Section 4. Budget. The Board of Directors shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period. The budget herein shall be in format consistent with the classification of the accounts in the Association as hereinafter provided for in these By-Laws. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and to the institutional holder of any Mortgage on any Lot in the Project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent (the "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize.

Section 6. Election and Term of Office. Unless replaced by the Declarant, the term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected. The election of Directors shall be held by ballot, unless balloting is dispensed with by the consent of the members present at any meeting, in person or by proxy. There shall be no

cumulative voting. Directors shall hold office until their successors have been elected and hold their first meeting. The members shall resolve to fix the term of office of each Director at one (1) year.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 8. Removal of Directors. At a regular meeting, or special meeting duly called by such purpose (but only after the first annual meeting of members, as hereinabove provided for), any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member and who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Association may be terminated upon resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in Section 7 of this Article.

Section 9. Compensation. No compensation shall be paid to Directors for their services as Directors. After the lapse of all of the Class B memberships as provided for in Article III of these By-Laws, no remuneration shall be paid to any Director who is also a Class A member of the Association for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 10. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall

be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VI

Officers

Section 1. Designation. The principal Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the Officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and

such other Officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President, shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping (or causing to be kept) full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit (or causing the deposit) of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association), to which he may be made a party by reason of being or having been an Officer or Director of the Association, whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association, and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for therein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association, may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or Association (including the Declarant), in which one or more of the Directors of his Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction; or because his or their votes are counted for such purpose if any of the conditions specified in any of the following subparagraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interest Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or Officer of such other corporation, or not so interested.

ARTICLE VIII

Management

Section 1. Management and Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Common Areas and Facilities and, for the benefit of the members, shall enforce the provisions hereof and shall pay out of the expense fund provided for, the following:

(a) the cost of providing water, sewer, electricity, heat, gas, garbage and trash collection, snow removal, street lighting and cleaning, and/or other utility services for the Common Areas and Facilities; and

(b) the cost of fire and extended coverage and public liability insurance on the Common Areas and Facilities and other areas identified in the Declaration, and the cost of such other insurance as the Association may effect; and

(c) the cost of the services of a person or firm to manage the Common Areas and Facilities to the extent deemed advisable by the Association consistent with the provisions of the Declaration and these By-Laws, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Common Areas and Facilities; and

(d) the cost of providing recreational facilities by means of contracting therefor with others and/or leasing such facilities as are from time to time deemed necessary and appropriate; and

(e) the cost of providing such legal and accounting services as may be considered necessary to the operation of the Association; and

(f) the cost of painting, maintaining replacing and repairing the Common Areas and Facilities and other areas identified in the Declaration, and furnishings and equipment, and the Board of Directors shall have the exclusive right and duty to acquire the same; and

(g) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law or in the Declaration; and

(h) the amount of all taxes and assessments levied against the Association or upon any property which it may own, or which it is otherwise required to pay, if any; and

(i) any amount necessary to discharge any undisputed lien or encumbrance, or any portion thereof; and

(j) such amounts as may be determined by the Board to establish operating reserves, reserves for replacement and capital expenditures, and to make up any deficit in the common expenses for any prior year.

Section 2. Annual Assessments. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration as supplemented by the provisions of these By-Laws.

Section 3. Management Agent. The Association may contract in writing to delegate any of its ministerial duties, powers or functions to the Management Agent. Neither the Association nor the Board of Directors shall be liable for any omission or improper exercise by the Management Agent or any such duty, power or function so delegated.

Section 4. Easements for Utilities and Related Purpose. The Association is authorized and empowered to grant (and shall from time to time grant, at the request of Declarant) such licenses, easements and/or rights-of-way for sewer lines, water lines, sprinkler lines, lights, electrical or other cables, television cables, circuits, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public or private utilities to the Project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance,

preservation and enjoyment of the Project, and for the preservation of the health, safety, convenience and/or welfare of the members or the Declarant.

Section 5. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds; or for injury or damage to person or property caused by the elements; or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Areas and Facilities; or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas or Facilities. No diminution or abatement of assessments, as herein elsewhere or in the Declaration provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Facilities, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year at the Association, which shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting principles, consistently applied. The same shall include books with detailed accounts in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and Facilities, provided with respect to the same and any other expenses incurred by the Association. That amount of any assessment required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 3. Reporting. At the close of each fiscal year, the Association shall furnish its members and any mortgagee requesting the same an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agent or attorneys, and to the institutional holder of any first mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their respective interests.

Section 5. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are, from time to time, so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may, but need not, provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE X

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the then total membership.

ARTICLE XI

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all respects of the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

Section 2. Committees. The Board of Directors may, from time to time, appoint such committees as it considers necessary or appropriate from the membership of the Association, each of which shall consist of a chairman and at least two (2) other members. Any committee so appointed shall serve at the pleasure of the Board of Directors.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of gender shall be deemed to include all genders.