

**BYLAWS
OF
WHITE HAWK COUNTRY CLUB
HOMEOWNERS ASSOCIATION. INC.**

A Corporation Not For Profit Under
The Laws Of The State Of Indiana

ARTICLE I
Introduction

Section 1 - Introduction and Definitions.

1.1 These are Bylaws of White Hawk Country Club Homeowners Association, Inc., a corporation not for profit under the laws of the State of Indiana, subject to the Articles of Incorporation granted by the Indiana Secretary of State and the Declaration affecting the land and all improvements thereon.

1.2 In the Instruments, the following words and phrases mean:

- (a) Allocated Interests. The undivided interest in the Common Elements, the Common Expense liabilities, and Votes in the Association allocated to the Members in the Association.
- (b) Association. White Hawk Country Club Homeowners Association, Inc. a nonstock, not-for-profit corporation organized under the laws of the State of Indiana which is the Association of Members.
- (c) Bylaws. This document, including any amendments hereto.
- (d) Common Elements. Any real or personal property acquired or held by the Association other than the Units.
- (e) Common Expenses. Common Expenses shall constitute expenditures made by or financial liabilities of the Association, together with any and all allocations to reserves, which expenses shall include, but are not limited to: (a) expenses of administration, maintenance, repair and/or replacement of the Common Elements; (b) expenses declared to be Common Expenses by the Instruments; (c) expenses agreed upon as Common Expenses by the Association; and, (d) adequate reserves for the periodic maintenance, repair, and replacement of Improvements and those Limited Common Elements that the Association is obligated to maintain in addition to the Common Elements or any other real or personal property acquired or held by the Association.

- (f) Declarant. White Hawk Country Club Corp, an Indiana corporation or its successor.
- (g) Declaration. The Declaration of Covenants and Restrictions Applicable to lots in White Hawk Country Club, Unit 1, an addition to the City of Crown Point, Lake County, Indiana, as amended from time to time.
- (h) Development Rights. The rights reserved by the Declarant under the Declaration or these Bylaws.
- (i) Director. A member of the Executive Board.
- (j) Eligible Insurer. An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that such Eligible Insurer be given the notices and other rights described in the Declaration or these Bylaws.
- (k) Eligible Mortgagee. The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that such Eligible Mortgagee be given notices and other rights described in the Declaration or these Bylaws.
- (l) Executive Board. The Directors of the Association.
- (m) Improvements. Any construction or facilities existing or to be constructed on the Property, including, but not limited to, buildings, trees, shrubbery, paving, utility, wires, pipes and light poles.
- (n) Instruments. The Declaration, the Surveys and Plans recorded with the Office of the Recorder of Lake County, Indiana, the Bylaws and the Rules and Regulations as they may be amended from time to time. Any exhibit, schedule or certification accompanying an Instrument is a part of the Instrument.
- (o) Limited Common Elements. Any portion of the Common Elements allocated by the Declaration or by these Bylaws for the exclusive use of one or more but fewer than all Units.

- * (p) Majority of Members. The owners of more than fifty percent (50%) of the Votes in the Association. Any specified percentage, portion or fraction of Members, unless otherwise stated in any Instrument, means such portion of votes.
- (q) Manager. A person, firm or corporation employed or engaged to perform management services for the Association.
- (r) Member. The Declarant or other Person who owns any interest in one or more Units in the Property, excluding, a Person having a Security Interest in a Unit. The Declarant is the owner of any Unit created by the Declaration until that Unit has been conveyed to another Person.
- (s) Notice and Comment. The right of a Member to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon.
- (t) Notice and Hearing. The right of a Member to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon.
- (u) Percentage of Eligible Mortgagees. Wherever in these Bylaws the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.
- (v) Person. An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- (w) Plans. Any recorded plat of subdivision and other plans filed with the Declaration as amended from time to time.
- (x) Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted by the Declaration the boundaries of such land being more particularly described in Exhibit "A" attached to the Declaration and made a part thereof.

- (y) Rules and Regulations. Rules and Regulations for the use of Units and Common Elements and for the conduct of a Person within the Property, as may be amended from time to time.
- (z) Security Interest. An interest in real property or personal property created by contract or conveyance, which secures payment or performance of an obligation. This term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.
- (aa) Special Declarant Rights. The rights reserved for the benefit of the Declarant to, inter alia: (a) complete Declaration; (b) exercise any Development Rights; (c) maintain sales offices, management offices, signs advertising Units in the Association, and models; (d) use easements through the Common Elements for the purpose of making Improvements within the Property or within real property which may be added to the Association; or (e) any such other powers as may be reserved for the benefit of the Declarant in the Instruments.
- (bb) Surveys. Any surveys filed with the Declaration, as may be amended from time to time.
- (cc) Unit. The physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described in the Declaration.
- (dd) Votes. The votes allocated to each Member as provided in the Declaration and these Bylaws.

ARTICLE II

Executive Board

Section 1 - Number and Qualification.

- (a) The affairs of the Association shall be governed by an Executive Board consisting of five (5) persons, all of whom, excepting the members of Executive Board elected by the Declarant, shall be Members. If any Unit is owned by a

partnership, limited liability company, or corporation, any officer, partner or employee of that Member shall be eligible to serve as a Director. The Directors shall be elected by the Members. At any meeting at which Directors are to be elected, the Members may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Declaration.

- (b) The Declarant shall initially appoint two (2) Directors to serve for a term of three (3) years; two (2) Directors to serve for a term of two (2) years; and one (1) Director to serve for a term of one (1) year. At the expiration of the initial term of office of each Director, and thereafter, a successor shall be elected by the Members as set forth below to serve for a period of three (3) years. The Directors shall hold office until their successors have been elected or until a Director is removed from office pursuant to the requirements set forth below.
- (c) The Executive Board shall elect the officers of the Association. Directors and officers shall take office upon election.
- (d) At any time after Members other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Members for this purpose. Such meeting may be called and the notice given by any Member if the Association fails to do so.

Section 2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration or the Bylaws. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association which shall include, but not be limited to, the following:

- * (a) Adopt and amend Bylaws and Rules and Regulations subject to the limitations of the Declaration and these Bylaws;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Members;
- (d) Hire and discharge managing agents;

- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Members on matters affecting the Association;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property;
- (k) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (l) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements (other than Limited Common Elements) and for services provided to Members;
- * (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of Amendments to the Declaration, any annual reports or statements required to be filed on behalf of the Association by any local, state or federal governmental or taxing entity, or statements of unpaid assessments;
- (o) Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- (p) Assign its right to future income, including the right to receive Common Expense assessments, subject to any limitations set forth in the Declaration;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;

- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- * (t) By resolution, establish committees, permanent and standing, to perform any functions above or as specifically delegated by a resolution establishing the committee. Any committee must maintain and publish notice of its actions to Members and the Executive Board. Actions taken by a committee may be appealed to the Executive Board by a Member within .forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 3 - Standard of Care. In the performance of their duties, the officers and Directors are required to exercise ordinary and reasonable care.

Section 4 - Additional Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Association or to elect

Directors or determine the qualifications, powers and duties, or terms of office of Directors, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 5 - Manager. The Executive Board may employ a Manager for the Association, at a compensation established by the Executive Board. Such Manger shall perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the Manager all of the powers set forth in subdivisions (c), (e), (g), (h), (i), (I), (m), (n), (o), (q), (r), and (s) of this Article. Licenses, concessions and contracts may be executed by the Manager to fulfill the requirements of the budget of the Association pursuant to specific resolutions of the Executive Board.

Section 6 - Removal of Member of the Executive Board. The Members, by a three-fourths (3/4) vote of all persons entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause.

Section 7 - Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member of the Executive Board by a Vote of the Members, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum by a majority of the remaining members constituting the Executive Board. Each person so elected shall be a Director for the remainder of the term of the Director so replaced.

Section 8 - Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Members shall be held within ten (10) days thereafter at the time and place as shall be fixed by the Members at the meeting at which the Executive Board shall have been elected. No notice shall be necessary to the newly-elected Directors in order to legally constitute such meeting, provided a majority of the Directors shall be present thereat.

Section 9 - Meetings. Meetings of the Executive Board other than the Organization Meeting may be called by the President or by a majority of the Directors on at least three (3) business days' prior notice to each Director. The notice shall be either hand-delivered, mailed or communicated to such Directors by practical means reasonably related to the transmission of such information, at least forty-eight (48) hours before the time set for said meeting. Such notice shall specify the time, place and general purpose of the meeting. No other business may be conducted at such meeting other than those matters specified in any such notice of meeting.

Section 10 - Location of Meetings. All meetings of the Executive Board shall be held within the Town of Schererville or at such other suitable place mutually convenient to the Directors.

Section 11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12 - Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at the beginning of a meeting at which a quorum is present shall constitute the decision of the Executive Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13 - Compensation. No Director shall receive any compensation from the Association for acting as a Director, although directors acting as officers or employees may be compensated for such duties.

Section 14 - Consent to Corporate Action. If all the Directors or all members of a committee established, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though authorized at a meeting of the Executive Board or the committee, as the case may be. The secretary shall file such consents with the minutes of the meetings of the Executive Board.

Section 15 - Acts of the Association. Unless approval by Members and/or a specific percentage of the Executive Board is required by the Declaration, certificate of incorporation of the Association, these Bylaws, or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Executive Board without

the consent of the Members. Whenever the Executive Board grants an approval or takes an action the proper officers of the Association shall be automatically authorized and empowered to effect the intent of such approval or action without the need for a specific resolution granting or ratifying such power and authority. In any case, actions or approvals of the Association may be taken or given subject to any conditions the Association may deem appropriate and subject to any limitations provided by law or applicable Instruments. The President, Vice President or Manager may prepare or cause to be prepared, and may execute amendments to the Declaration, and the Secretary shall certify the signatures and authority thereof, and cause the amendments to be duly recorded.

ARTICLE III

Members

Section 1 - Annual Meeting. Annual meetings of the Members shall be held at such date and time as the Executive Board may designate. At such meeting, Directors shall be elected by ballot of the Members. The Members may transact such other business at such meetings as may properly come before them.

Section 2 - Budget Meeting. Meetings to consider the proposed budget shall be called in accordance with the provisions of the Instruments. The budget may be considered at the Annual Meeting or Special Meetings called for other purposes as well.

Section 3 - Special Meetings. Special meetings of the Members may be called by the President, a majority of the Executive Board, or by Members having twenty percent (20%) of the votes in the Association.

Section 4 - Place of Meetings. Meetings of the Members shall be held at such suitable place convenient to the Members as may be designated by the Executive Board or the President.

Section 5 - Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other officer specified in these Bylaws shall cause notice to be either hand-delivered or sent postage prepaid by United States mail to the mailing address designated in writing by the Member or communicated to such Member by practical means reasonably related to the transmission of such information. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director. No resolution shall be adopted at a meeting except as stated in the notice.

Section 6 - Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 7 - Adjournment of Meeting. At any meeting of Members, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time. At such adjourned meeting, any business which might have been transacted at said meeting originally called may be transacted. If a time and place of the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the date, time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Section 8 - Order of Business. The order of business at all meetings of the Members shall be as follows: (a) Roll call (or check-in procedure); (b) Proof of notice of meeting; (c) Reading of minutes of preceding meeting; (d) Reports; (e) Establish number and term of membership of the Executive Board (if required and noticed); (f) Election of inspectors of election (when required); (g) Election of Directors (when required); (h) Ratification of Budget (if required and properly noticed); (i) Unfinished business; and, (j) New business.

Section 9 - Voting.

- (a) Each Member shall be entitled to one (1) vote for each Unit owned in the Property. Each adjacent full lot in the Plans shall be deemed to be a separate Unit entitling the owner thereof to one (1) vote for each such adjacent lot owned. The owner of each Unit that may be created within the Association by virtue of the exercise of Development rights set forth in the Declaration or Bylaws shall also be entitled to one (1) vote.
- (b) If a Unit is owned by more than one (1) person, such co-owners acting jointly shall be entitled to only one (1) vote. If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the Vote allocated to that Unit. If more than one (1) of the owners is present, subject to the provisions described below, the Vote allocated to that Unit may be cast in accordance with the agreement of a majority in interest of the owners. There is a majority agreement if any one (1) of the owners casts the Vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (c) Subject to the limitations set forth herein, votes may be cast pursuant to a proxy duly executed by a Member, or, if owned by more than one (1) person, by any and all co-owners thereof.
- (e) The Vote of a corporation, limited liability company, or business trust may be cast by any duly authorized officer of such corporation, limited liability company, or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation, limited liability company, or business trust. The Vote of a partnership may be cast by any duly authorized general partner

of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, limited liability company, partnership or business trust is qualified to vote.

(d) No votes allocated to a Unit owned by the Association may be cast.

* Section 10 - Quorum. Except as otherwise provided in these Bylaws, Members present in person or by proxy at any meeting of Members shall constitute a quorum.

* Section 11 - Majority Vote. The Vote of a Majority of the Members present in person or by proxy at a meeting shall be binding upon all Members for all purposes except where a higher percentage vote is required by the Declaration, these Bylaws or by applicable law.

* Section 12 - Proxies. At all meetings of the Members and/or Executive Board, each Member or Director, as the case may be, may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically terminate upon the earlier of: (a) conveyance by such Member of all interests in or to his/her Unit; (b) upon receipt of notice by the Secretary of the revocation of said proxy by written statement, death or judicially-declared incompetence (the latter two (2) reasons being applicable only in the event of sole ownership); (c) unless otherwise provided thereon, upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

ARTICLE IV

Officers

Section 1 - Designation. The principal officers of the Association shall be the President; Vice President, Secretary and Treasurer; all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an . assistant secretary, and other officers as in their judgment may be necessary. The President, Vice President, and Treasurer must be Directors. The President may not concurrently occupy the office of Vice President or Secretary. Any other offices may be held by the same person(s). The office of Vice President may be vacant.

Section 2 - Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 3 - Removal of Officers. Upon the affirmative Vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Executive Board called for that 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 Executive Board. He shall have all of the general powers and duties which are incidental to the office of president of a nonstock not-for-profit corporation organized under the laws of the State of Indiana, including, but not limited to, the power to appoint committees from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association following due and proper authorization and approval.

Section 5 - Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him by the Executive Board or by the President.

Section 6 - Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Executive Board. The Secretary shall have charge of such books and papers as the Executive Board may direct and shall generally perform all the duties incidental to the office of secretary of a nonstock not-for-profit corporation organized under the laws of the State of Indiana. The Secretary may cause to be prepared and may execute amendments to the Declaration and Bylaws on behalf of the Association following due and proper authorization and approval.

Section 7 - Treasurer. The Treasurer shall be responsible for Association funds, securities, full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial and other valuable effects in such depositories as may from time to time be designated by the Executive Board. The Treasurer shall generally perform all the duties incidental to the office of treasurer of a nonstock not-for-profit corporation organized under the laws of the State of Indiana. He or she may endorse on behalf of the Association, for collection only, checks, notes and other obligations, and shall deposit the same and all moneys in the name of and to the credit of the Association in such bank as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for the transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 8 - Agreements, Contracts, Deeds Checks Etc.. Except as specifically provided for in these Bylaws and the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 9 - Compensation. The Executive Board may provide for compensation of officers of the Association.

Section 10 - Statements of Unpaid Assessments. The Treasurer, assistant treasurer, Manager employed by the Association, or, in their absence, any officers having access to the books and records of the Association, may prepare, certify, and execute statements of unpaid assessments.

* The Association may charge a reasonable fee for preparing statements of unpaid assessments or providing updates of the same. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish statements of unpaid assessments until such fees is/are paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the statement is furnished.

ARTICLE V

Operation of the Property

Section 1 - Abatement and Enjoinment of Violations by Members. The violation of any of the Rules and Regulations adopted by the Executive Board or the breach of any provision of the Instruments, shall give the Executive Board the right, subject to Notice and Hearing, except in the case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Member, any structure, thing or condition except for additions or alterations of a permanent nature that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed liable in any manner whatsoever, nor shall such actions constitute an act of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to Fifty Dollars (\$50.00) per day for each day that a violation of the Instruments or Rules and Regulations persists after such Notice and Hearing.

ARTICLE VI

Indemnification

The members of the Executive Board and officers of the Association shall have the liabilities and be entitled to indemnification to the fullest extent allowed by Indiana and/or federal law.

ARTICLE VII

Records

Section 1 - Records and Audits. The Association shall maintain accounting records, which shall include:

- (a) a record of all receipts and expenditures;
- (b) an account for each Unit which shall designate the name and address of each Member, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
- (c) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (d) a record of any capital expenditures anticipated by the Association for the current and subsequent fiscal year;
- (e) the current operating budget of the Association;
- (f) an accurate account of the current balance in reserve for replacement and/or emergency repairs and for capital expenditures.

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Financial records shall be maintained and audited in accordance with the Declaration. The cost of auditors shall be a Common Expense unless otherwise provided in the Instruments.

Section 2 - Examination. All records maintained by the Association or Manager shall be available for inspection and copying by a Member, mortgagee, or any Member's duly authorized agents or attorneys, during normal business hours and only upon reasonable notice. The cost of reproducing documents shall be borne by the person or entity requesting copies.

ARTICLE VIII

Amendments to Bylaws

* These Bylaws shall be amended only by Vote of two-thirds (2/3) of the Directors at any meeting duly called for such purposes following the opportunity for Notice and Comment by all Members.

ARTICLE IX

Miscellaneous

Section 1 - Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or if there is no Manager, to the office of the Association, or to such other address as the Executive Board may thereafter designate from time to time, by written notice to all Members. Except as otherwise provided, all notices to any Member shall be sent to his address as it appears in the records of the Association. All notices that are sent to

mortgagees of Units shall be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2 - Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise established by the Executive Board.

Section 3 - Waiver. No restriction, condition, or provision contained in these Bylaws 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.

Section 4 - Office. The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

Certificate to the Bylaws adopted by consent of the Incorporator of the Association, dated February 2, 1998.



J. W. Hawk, Incorporator