BY-LAWS

OF

ROOSEVELT RESERVES ASSOCIATION, INC.

An Indiana Nonprofit Corporation

ARTICLE I

Definitions

Section 1.01. Definitions.

"**Act**" means the Indiana Nonprofit Corporation Act of 1991, as amended (Indiana Code §§ 23-17-1-0.2 through 23-17-31-6). The Act is incorporated herein by reference.

"**Annual Budget**" means the annual budget of total Common Expenses.

"**Architectural Control Committee**" shall mean the committee responsible for conducting the Architectural Review Process, as defined in Section 1.1 of the Declaration.

"**Articles**" means the Articles of Incorporation of the Association.

"**Assessment**" means all sums lawfully assessed against the Owners by the Corporation or as declared or authorized by the Act, the Declaration, any Supplemental Declaration, the Articles or these By-Laws.

"**Association**" or "**Corporation**" means Roosevelt Reserves Association, Inc., an Indiana non-profit corporation, being the association of Owners of Roosevelt Reserves, located in Allen County, Indiana.

"**Board of Directors**" means the governing body of the Association elected by the Owners.

"**By-Laws**" means these By-Laws providing for the administration and management of the Association and Roosevelt Reserves as required by and in conformity with the provisions of the Act.

"**Common Areas**" means the Common Areas defined in the Declaration.

"**Common Expenses**" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, the Declaration, the Articles or the By-Laws.

"**Declaration**" means the Dedication, Protective Restrictions, Covenants Limitations, Easements and Approvals Appended to the Plat of Roosevelt Reserves, recorded in the Office of the Recorder of Allen County, Indiana as the same may be amended from time to time.

"**Developer**" means Roosevelt Land Development Group, LLC or any successor in interest or assignee which is expressly designated as a successor Developer in a recorded instrument executed by the preceding Developer.

"**Directors**" means all the members of the Board of Directors and "**Director**" means any individual member thereof.

"**Lot**" shall mean a portion of the Real Estate owned by the Developer or any Owner and as otherwise set forth in the Declaration.

"**Majority of Owners**" and "**Majority of the Percentage Vote**" mean the Owners entitled to cast more than fifty percent (50%) of the Percentage Votes.

"**Majority Vote**" means a Majority of the Percentage Vote present in person or by proxy and voting at any duly constituted meeting of the Members.

"**Managing Agent**" means a reputable and recognized professional property management agent employed by the Board pursuant to Section 5.14.

"**Member**" means a member of the Association and "**Members**" means more than one member of the Association. The terms "Member" and "Owner" are sometimes used interchangeably herein.

"**Owner**" means a person, firm, corporation, partnership, association, trust, limited liability company, or other legal entity or any combination thereof who or which owns the legal and or equitable title to a Lot in Roosevelt Reserves; provided, however, that such Owner shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title. The terms "Member" and "Owner" are sometimes used interchangeably herein.

"**Pro-rata Share**" means the percentage that the total Lot(s) owned by the Owner is of the total Lots in Roosevelt Reserves.

"**Real Estate**" shall mean all of the land contained within Roosevelt Reserves which is described in the Declaration, together with any additional land incorporated into Roosevelt Reserves by the Developer as provided in Section 3.1(c) of the Declaration.

"**Roosevelt Reserves**" means the real estate and the improvements constructed thereon from time to time, described in Exhibit A of the Declaration, together with any additional real estate incorporated into Roosevelt Reserves by the Developer as provided in Section 3.1(c) of the Declaration.

"**Statutes**" means the Indiana Nonprofit Corporation Act of 1991, as the same may be amended from time to time.

"**Supplemental Declaration**" means any supplement or amendment to the Declaration that may be recorded by Developer and that extends the provisions of the Declaration to any part of the Real Estate and contains such complementary or supplementary provisions for such part of the Real Estate as are required or permitted by the Act, these By-Laws or the Declaration.

"**Temporary General Budget**" means the annual general budget for a fiscal year based upon one hundred and ten percent (110%) of such last approved Annual Budget as determined under Section 11.05 herein.

Section 1.02. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Lot, shall be subject to the restrictions, terms and conditions set forth in the Declaration, the Articles, these By-Laws and the Act, and to any rules and regulations adopted by the Board as herein provided. In the event of conflict between the provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control.

Section 1.03. Certain References. All references in these By-Laws to the Statute and the Articles shall include the Statute and the Articles, respectively, as now in effect or as may be amended hereafter from time to time.

ARTICLE II

Purposes

Section 2.01. Purposes. The Corporation is formed for the following purposes:

(a) To enforce the Declaration which is recorded in the public records of Allen County, Indiana and are incorporated herein by reference;

(b) To be the Association referred to in the Declaration;

(c) To assess all Owners in Roosevelt Reserves in accordance with the Declaration;

(d) To exercise all rights conferred by the laws of the State of Indiana upon nonprofit corporations, including, but not limited to, the power to acquire by bequest, devise, purchase, gift, lease or otherwise, any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principle and proceeds of such property for any of the purposes set forth in these articles of incorporation; and

(e) To do such other things as are incidental to the purposes of the Association or necessary or desirable in order to accomplish them.

ARTICLE III

Non-profit

The Corporation shall be non-stock and non-profit and shall not be authorized to issue capital stock. The Board of Directors shall not commit or allow to be committed any act prohibited by Section 501 of the Internal Revenue Code of 1986, as amended, any of the rules and regulations promulgated thereunder, or the Act. The Board of Directors shall do and perform all acts subject to and as required by each of the above-referenced laws, rules and regulations.

ARTICLE IV

Meetings of Association

Section 4.01. 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 (subject to the provisions of Article 5 hereof), providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, any Supplemental Declaration, the Articles, these By-Laws, the Act or the Statute.

Section 4.02. Annual Meetings. There shall be a meeting of the Members each year. At the annual meeting, the Owners shall (subject to the provisions of Article 5 hereof) elect the Board of Directors in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 4.03. Special Meetings. A special meeting of the Members for any reason or purpose, unless otherwise prescribed by the Statute or the Articles, may be called by resolution of the Board or upon a written petition of Owners who have not less than ten percent (10%) of the vote. The written resolution or petition shall be presented to the President or Secretary of the Association and describe the purpose for which the meeting is to be held and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 4.04. Notice and Place of Meeting. All meetings of the Members shall be held at any suitable place in Allen County, Indiana, as may be designated by the Board. Written or printed notice stating the date, time and place of any meeting, a description, if required by the Statute or the Articles, or the matter or matters to be considered at the meeting and in the case of a special meeting or when required by any other provision of the Statute, the Articles, or these By-Laws, and, the purpose or purposes for which the meeting is called, shall be delivered or mailed first class or registered mail by the Board to each Member entitled by the Act or the Articles to vote at not less than ten (10) days prior to the date of such meeting and no more than forty-five (45) days before the date of the meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Lots or at any other address designated in writing by a Member. Notice of any such meeting may be waived in writing by any Member if the waiver is signed by the Member and is delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. Attendance at any such meeting in person, or by proxy, shall constitute a waiver of notice of such meeting. Each Member, who has in the manner above provided waived notice of a Members meeting, who personally attends a Members meeting or who is represented at a Members meeting by a proxy authorized to appear by an instrument of proxy, shall be conclusively presumed to have been given due notice of such meeting. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Member objects to considering the matter when the matter is presented. Notice of any adjourned meeting of Members shall not be required to be given if the date, time and place thereof are announced at the meeting at which the adjournment is taken, except as may be expressly required by law.

Section 4.05. Membership and Voting Right. Membership in the Association shall commence upon the Developer conveying title to a Lot to its Owner. An Owner shall have a one (1) vote, for each Lot(s) owned by the Owner.

Section 4.06. Voting.

(a) Multiple Owners. Where the Owner of a Lot constitutes or consists of more than one person, or is a partnership, there shall be only one voting representative entitled to all of the vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary an irrevocable proxy appointing one of such persons or partners as the voting representative for such Lot, which shall remain in effect until all of those persons constituting such multiple Owner or a majority of the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Lot. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to Paragraph (b) of this Section 4.06, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

(b) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation may cast the vote to which the corporation is entitled. The secretary of the corporation or a trustee of the trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary stating who is authorized to vote on behalf of said corporation or trust.

(c) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary prior to the commencement of the meeting.

(d) Pledgees. If the vote of an Owner or Owners has been pledged by mortgage, security agreement, conditional assignment, or other instrument, an executed copy of which has been filed with the Secretary, only the pledgee shall be entitled to cast the vote of such Owner or Owners upon those matters upon which the Owner's or Owners vote is so pledged.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Statute, fifty percent (50%) of the total number of Owners or proxies entitled to vote shall constitute a quorum at all meetings of the Members. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the absence of a quorum, any officer entitled to preside at, or act as secretary of, such meeting shall have the power to adjourn the meeting from time to time until a quorum shall be constituted.

(f) Required Vote. When a quorum is present at any meeting, 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, unless the Declaration, the Statute, the Articles or these By-Laws require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation or these By-Laws, 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.

(g) Validity of a Vote, Consent, Waiver or Proxy Appointment. If the name on a vote, consent, waiver or proxy appointment corresponds to the name of a Member, the Corporation, if acting in good faith, may accept the vote, consent, waiver or proxy appointment and give it effect as the act of the Member. The Corporation may reject a vote, consent, waiver or proxy appointment if the authorized vote tabulation officer, acting in good faith, has a reasonable basis for doubt about the validity of the signature, or the signatory's authority. If so accepted or rejected, the Corporation and its officer are not liable in damages to the Member for any consequences of the rejection. Any of the Corporation's actions based on an acceptance or rejection of a vote, consent, waiver or proxy appointment under this Section is valid unless a court of competent jurisdiction determines otherwise.

(h) Voting List. After fixing a record date for a notice of a meeting of Members, the Corporation shall prepare a list of the names of the Corporation's Members who are entitled to notice of and to vote at a Members meeting. The list must show the address and number of votes each Member is entitled to vote at the meeting and must be arranged in alphabetical order. The list of Members must be available for inspection by any Member for the purpose of communication with other Members concerning the meeting, beginning two (2) business days before the date of the meeting for which the list was prepared and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in Allen County where the meeting will be held.

Section 4.07. Conduct of Meetings.

(a) Annual Meeting. The President shall act as the chairman of all annual meetings of the Association if he is present. At all annual meetings, the chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a Majority Vote.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

(3) Annual Budget. The Annual Budget for the current fiscal year established by the Directors shall be presented to the Owners.

(4) Election of Board of Directors. Nominations for the Board may be made by any Member from those persons eligible to serve. Nominations may be in writing and presented to the Secretary seven (7) days prior to the date of the annual meeting. Nominations may also be made from the floor during a meeting to elect the Board. Voting for the Board will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a member of the Board. Each Member may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(5) Other Business. Other business may be brought before the meeting only by decision of the Board of Directors or upon a written request of an Owner submitted to the Secretary of the Association at least seven (7) days prior to the date of the meeting, except that such written request may be waived at the meeting if agreed by a Majority of Owners.

(6) Adjournment. Upon the completion of the agenda above, the meeting shall be adjourned by the President.

(b) Special Meeting. The President shall act as chairman of any special meetings of the Association if he is present. The chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE V

Board of Directors

Section 5.01. Duties and Number. All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, its Board of Directors (herein sometimes collectively called "Board" and individually "Directors"). Only Members shall be eligible to serve as Directors. The Board shall be composed of three (3) Directors. The number of Directors may be increased or decreased only by amendment to the By-Laws.

Section 5.02. Term of Office. The initial Board of Directors shall consist of Directors designated by the Developer and appointed by the incorporator of the Corporation. Notwithstanding the foregoing, at all times prior to the Authority Transfer Date (as defined in the Declaration), one (1) member of the Board of Directors appointed by Developer shall be designated by the City of Fort Wayne, Indiana, Department of Redevelopment (the "Department of Redevelopment") from time to time, who shall be subject to removal only upon request of the Department of Redevelopment. At such time as one hundred percent (100%) of the Real Estate has been developed or dedicated for Common Areas, the Directors designated by the Developer shall resign. Thereafter, each of the Directors on the Board of Directors shall be elected at each annual meeting of the Association to serve a term of one (1) year, and each shall have an equal vote. Each Director shall hold office throughout the term of his or her election until his or her successor is elected and qualified. The term of office of the Directors may be increased or decreased only by amendment to the By-Laws.

Section 5.03. Annual Meeting. The Board of Directors shall meet each year at some time shortly after the annual meeting of the Members, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting.

Section 5.04. Regular Meetings. Regular meetings of the Board of Directors may be held at the discretion of the Board and at such time and place as may be selected by the Board.

Section 5.05. Other Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors or the President, and shall be called on the written request of any member of the Board of Directors. Notice of such a special meeting shall be sent by the Secretary to each Director at his or her residence or usual place of business by letter or electronic mail, at such time that, in regular course, such notice would reach such place not later than during the second day immediately preceding the day for such meeting; or may be delivered by the Secretary to a Director personally at any time during such second preceding day. A Director may waive any notice before or after the date and time stated in the notice. Except for waiver by attendance as provided herein below, such waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation or any officer thereof. By his or her attendance at or participation in a meeting, a Director waives his or her right to object to the lack of notice of such meeting unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Such meetings may be held at any place within the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Section 5.06 Meeting by Electronic Media. Any or all of the members of the Board of Directors may participate in a meeting of the Board or the committee by or through the use of conference telephone hook-up or any other means of communication by which all persons participating in the meeting simultaneously hear each other and have the opportunity to participate in such meeting, and participation by these means shall constitute presence in person at the meeting.

Section 5.07 Quorum. A majority of the number of Directors prescribed by these By-Laws, from time to time, shall be necessary to constitute a quorum for the transaction of any business except the filling of vacancies, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles or these By-Laws.

Section 5.08 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors.

Section 5.09 Resignations. Any Director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board of Directors, the President, the Secretary, or any other officer of the Corporation. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.10 Removal. Unless the Articles provide otherwise, a Director may be removed only for cause by the Members, and only by action duly taken at a meeting of the Members, provided that there is a quorum present, by the affirmative vote of a majority of the Members present in person, or by proxy, and entitled to vote for the election of Directors, and provided further, that notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

Section 5.11 Vacancies. Any vacancy or vacancies occurring in the Board caused by a death, resignation or otherwise, other than a vacancy created by removal, shall be filled through a vote of a majority of the remaining Directors. The replacement Director shall serve for the balance of the term of the Director in respect to whom there was a vacancy.

Section 5.12 Limitation on Board Action. The authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than $5,000.00 without obtaining the prior approval of a Majority of Owners, except that in the following cases, approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire, flood, natural disaster or other cause where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed Annual Budget presented to the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Members.

Section 5.13 Compensation. No Director shall be compensated for services as a Director except as otherwise expressly authorized by a Majority of Owners. The Board may employ a Managing Agent to assist the Board in performing the duties of the Association. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 5.14 Duties of the Board of Directors. The Board shall provide for the administration of Roosevelt Reserves, the maintenance, upkeep and replacement of the Common Areas, and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Association, employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) protection, surveillance and replacement of the Common Areas unless the same are otherwise the responsibility or duty of the Owners, provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) procuring of utilities used in connection with Roosevelt Reserves, removal of garbage and waste, and snow removal from the Common Areas;

(c) landscaping, painting, decorating, furnishing, maintaining and repairing the Common Areas;

(d) surfacing, paving and maintaining private streets, drives, parking areas and sidewalks;

(e) assessment and collection from the Owners of the Owner's share of the Common Expenses;

(f) preparing and delivering annually to the Owners the Annual Budget;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year;

(h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Real Estate, specifying and itemizing the Common Expenses; and

(i) making available to Owners current copies of the Declaration, By-Laws and rules and regulations governing Roosevelt Reserves ("**Organizational Documents**") and any other non-confidential books, records and financial statements of the Association. The Board shall also make available to prospective purchasers of Lots and or Lots current copies of the Organizational Documents and the most recent annual audited financial statement, if such statement has been prepared. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances. There shall be a reasonable cost charged for all copies provided.

Section 5.15 Powers of the Board of Directors. The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties; provided, however, any management agreement shall be terminable by the Association for cause upon thirty (30) days written notice and any such agreement may not exceed one (1) year renewable by agreement of the parties for successive one (1) year periods;

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board; and

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of Roosevelt Reserves.

ARTICLE VI

Executive or Other Committee

Section 6.01. Designation of Executive or Other Committee. The Board of Directors may, by unanimous resolution, from time to time, designate two (2) or more of its members to constitute an executive or other committee. The Board of Directors shall have the power at any time, , by unanimous resolution, to increase or decrease the number of members of the executive or other committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence thereof.

Section 6.02. Powers of the Executive or Other Committee. During the intervals between meetings of the Board of Directors, and subject to such limitations as may be required by law or by resolution of the Board of Directors, the executive or other committee shall have and may exercise all of the authority of the Board of Directors, except that the executive or other committee shall not have authority to (i) authorize distributions of funds of the Corporation; (ii) except as otherwise provided in the Act, amend the Articles or adopt, amend or repeal the By-Laws; or (iii) fill vacancies on the Board of Directors or any of its committees.

Section 6.03. Meetings; Procedure; Quorum. Regular meetings of the executive or other committee may be held, without notice, at such time and place as may from time to time, be fixed by resolution of the committee. Special meetings of the committee may be called at any time by the chairman of the committee. Notice of such a special meeting shall be sent to each member of the committee at his or her residence or usual place of business by letter or telegram, at such time that, in regular course, such notice would reach such place not later than during the date immediately preceding the day for such meeting; or may be delivered to a member personally or by telephone at any time during such immediately preceding day. Notice of any such meeting need not be given to any member of a committee who has waived such notice, either in writing or by telegram, arriving either before or after such meeting, or who shall be present at the meeting or who executes a consent to action consistent with the By-Laws. Any meeting of a committee shall be a legal meeting, without notice thereof having been given, if all the members of the committee who have not waived notice thereof in writing or by telegram, shall be present in person. A majority of the committee, from time to time, shall be necessary to constitute a quorum for the consideration and approval of any matters, and the act of a majority of the members present at a meeting at which a quorum is present shall be an act of the committee. The members of a committee shall act only as a committee, and the individual members shall have no power as such. All minutes of meetings of a committee shall be submitted to the next succeeding meeting of the Board of Directors for approval; but failure to submit the same or to receive the approval thereof shall not invalidate any completed or incomplete action taken by the Corporation upon authorization by the committee prior to the time at which the same shall have been, or were, submitted as above provided.

ARTICLE VII

Officers

Section 7.01 Number and Qualifications. The officers of the Corporation may consist of a President, one (1) or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as may be chosen by the Board of Directors at such time and in such manner and for such terms as the Board of Directors may prescribe. The officers shall be chosen from among the Directors. Any two (2) or more offices may be held by the same person, except the President and Secretary shall not be the same person.

Section 7.02 Election and Term of Office. The officers shall be chosen annually by the Board of Directors. Each officer shall hold office until his or her successor is chosen and qualified, or until his or her death, or until he or she shall have resigned, or shall have been removed in the manner hereinafter provided.

Section 7.03 Resignations. Any officer may resign at any time by giving written notice to the Board of Directors, its Chairman, the President or the Secretary. Such resignation shall take effect upon delivery unless a later time is specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.04 Removal. Any officer may be removed either with or without cause, at any time, by the Board of Directors.

Section 7.05 Vacancies. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of offices of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so chosen shall hold office during the remainder of the term for which his or her predecessor was chosen or as otherwise provided herein.

Section 7.06 President. Subject to the general control of the Board of Directors, the President shall manage and supervise all the affairs and personnel of the Corporation and shall discharge all the usual functions of the chief executive officer of a corporation and perform, such other duties as these By-Laws or the Board of Directors may prescribe. The President shall have full authority to execute proxies on behalf of the Corporation and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the Act, the Articles of Incorporation and these By-Laws.

Section 7.07 Vice-President. Subject to the control of the Board of Directors, the Vice-President shall, in the absence of the President, perform all of the duties and functions of the President during such absence. Subject to the control of the President, the Vice-President shall perform such duties and functions as the Board of Directors and/or the President shall prescribe.

Section 7.08 Secretary. The Secretary shall attend all meetings of the Board of Directors, and shall keep or cause to be kept in a book provided for such purpose a true and complete record of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. He or she shall perform such other duties as these By-Laws, the Board of Directors or the President may prescribe. He or she shall give all notices of the Corporation and, in case of his or her absence, negligence or refusal so to do, any notice may be given by a person so directed by the President or by the requisite number of Directors upon whose request the meeting is called as provided by these By-Laws.

Section 7.09 Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial affairs of the Corporation. He or she shall be the legal custodian of all moneys, notes, securities and other valuables, which may from time to time come into the possession of the Corporation. He or she shall immediately deposit all funds of the Corporation coming into his or her hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation. He or she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation, and shall perform such other duties as these By-Laws, the Board of Directors or the President may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board of Directors.

Section 7.10 Delegation of Authority. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers or duties of such officer to any other officer or to any Director, for the time being.

ARTICLE VIII

Special Corporate Acts, Negotiable Instruments, Deeds and Contracts

Section 8.01. Execution of Negotiable Instruments. All checks, drafts, bills of exchange and orders for the payment of money of the Corporation shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two of the following officers: President, Vice-President, Secretary or Treasurer. The Board of Directors may, however, authorize any one or more of such officers to sign checks, drafts, bills of exchange and orders for the payment of money by the Corporation singly and without necessity of countersignature; and the Board of Directors may designate any employee or employees of the Corporation, in addition to those named above, who may, in the name of the Corporation, execute checks, drafts, bills of exchange and orders for the payment of money by the Corporation or in its behalf. Any person handling money shall be bonded.

Section 8.02. Execution of Deeds, Contracts, and the Like. All deeds, notes, bonds and mortgages made by the Corporation and all other written contracts and agreements, other than those executed in the ordinary course of corporate business, to which the Corporation shall be a party shall be executed in its name by any one or more of, the President, Vice-President, Secretary or Treasurer or by any other officer so authorized by the Board of Directors, acting by resolution; and the Secretary, when necessary or required, shall attest the execution thereof.

Section 8.03. Ordinary Contracts and Agreements. All written contracts and agreements into which the Corporation enters in the ordinary course of business operations shall be executed by any officer of the Corporation or by any other employee or agent of the Corporation designated by an officer of the Corporation to execute such contracts and agreements.

ARTICLE IX

Indemnification of Officers and Directors

Section 9.01. Indemnification.

(a) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(b) Additional Indemnity of Officers and Directors. To the extent not inconsistent with the terms and conditions of the Declaration, the Corporation shall indemnify each member of the Board of Directors, each incorporator, each officer and each employee or agent of the Corporation against all liability and expenses (including legal fees and disbursements), judgments, fines, penalties and amounts paid in settlement or upon execution of judgment, that may be incurred by or on his behalf, to the fullest extent now or hereafter permitted by law, in connection with any threatened, pending or completed action, suit, proceeding. including the appeal thereof, whether civil, criminal, administrative or investigative, brought or threatened to be brought against him or her by reason of his or her performance as a director or officer of Corporation, or in any other capacity on behalf of Corporation and shall continue as to an individual who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors, administrators and legal representatives of such individual. The rights of indemnification provided for herein shall not be deemed the exclusive rights to which any director or officer of the Corporation may be entitled.

Section 9.02. Expenses. All direct expenses incurred by one or more individuals entitled to be indemnified by the Corporation in defending any such action, suit or proceeding shall be paid by the Corporation on behalf of each such individual as such expenses are incurred, in advance of the final disposition of such action, suit or proceeding if:

(a) the individual entitled to indemnification furnishes the Corporation a written affirmation of such individual's good faith belief that such individual has met the standard of conduct required by law; and

(b) the individual entitled to indemnification furnishes the Corporation a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the required standard of conduct; and

(c) determination is made that the facts then known to those making the determination would not preclude indemnification under applicable law.

Section 9.03. Liability Insurance. If so decided by the Board of Directors, the Corporation shall purchase and maintain, on behalf of any person who is a Director, officer, employee or agent of the Corporation, insurance against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such whether or not the Corporation would have the power to indemnify him or her against such liability under law.

Section 9.04. Effect of Indemnification Rights. The foregoing provisions for indemnification shall be deemed to be a contract between the Corporation and each person entitled to indemnification thereunder and no such person's rights to indemnification shall be diminished or otherwise adversely affected by any repeal, amendment or modification of the foregoing provisions which occurs subsequent to such person becoming an officer, Director, employee or agent of the Corporation.

ARTICLE X

Management

Section 10.01. Appurtenant Maintenance. In the event that the maintenance or repair of any Lot is reasonably necessary in the discretion of the Board to protect the Common Areas or to preserve the appearance or value of the Real Estate, or is otherwise in the interest of the general welfare of the Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Lot proposed to be maintained. The cost of any such maintenance or repair shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Lot at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects.

Section 10.02. Common Areas. All maintenance, repairs and replacements to the Common Areas (except as otherwise provided in the Declaration, any Supplemental Declaration, or these By-Laws) shall be furnished by the Association as part of the Common Expenses. The Board of Directors may adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas.

Section 10.03. Alterations and Additions. No person shall make any alterations or additions to or which would affect the Common Areas without the prior written approval of the Board of Directors.

Section 10.04. Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provisions of, the Declaration, the Act, these By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

ARTICLE XI

Assessments

Section 11.01. Annual Budget. The Board of Directors of the Association shall adopt an estimated Annual Budget prior to October 1st of each year, which is the beginning of each fiscal year of the Association, setting forth all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of the Annual Budget shall be delivered to each Owner on or before the beginning of each fiscal year of the Association, and the Annual Budget shall be presented to the Owners at the Annual Meeting. Each Owner shall pay its Pro-rata Share of the estimated Common Expenses set forth in the Annual Budget on or before December 1st.

Section 11.02. Extraordinary Expenses. In the event any extraordinary item of Common Expenses is incurred by the Association during a calendar year, but is not included in the Annual Budget for such year, each Owner shall pay its Pro-rata Share of each such item within thirty (30) days after receiving a statement therefor from the Association.

Section 11.03. Annual Statement Including Common Expenses. On or before March 15th of each calendar year, the Association shall furnish to each Owner a statement (the "Annual Statement"), as further discussed in Section 14.05 herein, which shall include the total amount of

Common Expenses incurred by the Association for the preceding calendar year, the Owner's Pro-rata Share thereof, and the amount thereof previously paid by the Owner or a predecessor Owner. The Association shall credit any overpayment to the Owner's Pro-rata Share of the Common Expenses for the following year at the time the Annual Statement is furnished, and in the case of an underpayment, the then Owner shall pay the amount thereof to the Association within thirty (30) days after receipt of the Annual Statement.

Section 11.04. Failure to Provide Annual Statement; Temporary Annual Budget. In the event of the Association fails to provide any Owner with an Annual Budget or Annual Statement on or before the applicable dates specified above, the Owner shall not be relieved from its obligation to pay its Pro-rata Share of Common Expenses, whenever determined, but in such event, the Owner's payment shall not be due and payable until thirty (30) days after receipt from the Association of an appropriate statement of the amount due from the Owner. In the event there is no Annual Budget approved as herein provided for such current fiscal year, the Owners shall continue to pay Assessments based upon the last approved Annual Budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a Temporary General Budget.

Section 11.05. Duties of the Association. The Board of Directors of the Association shall cause proper books and records of the levy and collection of each Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and record shall be kept in the office of the Association. The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessment has been levied and paid with respect to such requesting Owner’s or Mortgagee’s Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

ARTICLE XII

Restriction, Entry, Rules and Regulations

Section 12.01 Right of Board to Adopt Rules and Regulations. The Board may promulgate such rules and regulations regarding the operation of the Real Estate, including but not limited to the use of the Common Areas as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board. The Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

Section 12.02 Enforcement. The Association and any of its Members shall have the right of enforcement of all restrictions and regulations as identified in the Declaration or adopted pursuant to this Article XII. The Association shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said Lot, perform such acts as shall be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of the Declaration. Any costs, including reasonable attorney’s fees, may be recovered from any Owner for violation thereof; however, any reservation of right to the use of summary abatement or similar means to enforce restrictions against a Lot or its use shall require that judicial proceedings be instituted before any items of construction can be altered or demolished.

ARTICLE XIII

Architectural Control Committee

Section 13.01 Appointment Of Architectural Control Committee. Until the last Lot has been developed, the Architectural Control Committee shall consist of three (3) individual members designated by the Developer from time to time, each having an equal vote. After the last Lot has been conveyed by the Developer to an Owner, the Architectural Control Committee shall consist of three (3) persons appointed by the Board of Directors of the Association. If an Architectural Control Committee is not appointed, then the Board shall serve as the Architectural Control Committee. The Architectural Control Committee shall carry out and enforce the provisions of Article VI and Article VII of the Declaration.

ARTICLE XIV

Fiscal Management

Section 14.01. Fiscal Year. The fiscal year of the Association shall begin each year on October 1st and end on September 30th of the following calendar year.

Section 14.02. Books of Account. Books of account of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting principles, and shall include a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses.

Section 14.03. Inspection. All non-confidential books, records and accounts, and all vouchers accrediting the entries made thereupon, shall be available for examination by an Owner or any duly authorized agent or attorney of an Owner at any time during normal business hours for purposes reasonably related to his interest as an Owner. Copies of non-confidential documents will be made available to an Owner at Owner's expense. All requests for inspection and/or copies of documents must be made through a member of the Board of Directors.

Section 14.04. Auditing. If a Majority of Owners vote at a meeting of the membership to have an audit of the books and records of the Association, such audit will be conducted by an independent Certified Public Accountant at the close of the fiscal year or at such other such time as designated by the Majority of Owners. If such audit is conducted, it shall be made available within 120 days after said affirmative vote by the Members.

Section 14.05. Annual Financial Statement. On or before March 15th of each calendar year, the Association shall furnish to each Owner an Annual Statement, certified to the Treasurer, showing all income and all disbursements of the Association during the previous fiscal year and, as provided in Section 11.03 herein, setting forth the total amount of Common Expenses incurred by the Association for the preceding calendar year, the Owner's Pro-rata Share thereof, and the amount thereof previously paid by the Owner or a predecessor Owner. To the extent possible, such financial statement shall be based upon any report prepared pursuant to Section 14.04. The requirements of this Section 14.05 shall be satisfied if the Board causes to be delivered to each

Owner prior to March 15th of each calendar year a copy of any report prepared pursuant to Section 14.04.

Section 14.06. Execution of Association 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 individuals as are from time to time so authorized by the Board.

ARTICLE XV

Amendments to By-Laws

Section 15.01. Procedure. The Board of Directors shall have the power, without the assent or vote of the Members, to make, alter, amend or repeal these By-Laws.

Section 15.02. Amended and Restated By-Laws. An amended and restated By-Laws may be executed any time or from time to time by a majority of the Board of Directors and shall be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original By-Laws and the various amendments thereto.