

BY-LAWS

OF

SLEEPY HOLLOW COMMUNITY ASSOCIATION, INC.
a West Virginia non-profit corporation.

In the event of any conflict as to the provisions contained in these By-Laws, the Articles of Incorporation of Sleepy Hollow Community Association, Inc., or the Declaration of Common Interest Community for Village at Sleepy Hollow (“Declaration”): (1) the Declaration shall control the Articles of Incorporation and these By-Laws; and (2) the Articles of Incorporation shall control these By-Laws.

**ARTICLE I.
DEFINITIONS**

- 1.1 The term "Association" shall mean Sleepy Hollow Community Association, Inc., a West Virginia non-profit corporation.
- 1.2 The term "Articles of Incorporation" shall mean the Articles of Incorporation of the Association which are filed with the West Virginia Secretary of State, and as may be amended from time to time.
- 1.3 The term "Member" shall mean a person or corporation who is an owner, legal or equitable, of a lot or Unit (“Unit”) in the Subdivision.
- 1.4 The term "Subdivision" shall mean the Common Interest Community known as Village at Sleepy Hollow, which is situate in Clinton Tax District, Monongalia County, West Virginia.
- 1.5 The term "Declaration" shall mean the document entitled Declaration of Common Interest Community for Village at Sleepy Hollow Subdivision, prepared by Sleepy Hollow Properties, L.L.C., a West Virginia limited liability company, Developer and Declarant, which created the Subdivision and is recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, and all amendments thereto.
- 1.6 All terms defined in the Declaration shall have the same meanings herein.

**ARTICLE II.
IDENTIFICATION**

- 2.1. NAME. The name of the Association is Sleepy Hollow Community Owners Association, Inc.
- 2.2. SEAL. The seal of the Association shall be a disc inscribed with the name of the

Corporation, the year, and the State in which it is incorporated.

2.03 FISCAL YEAR. The fiscal year of the Association shall begin on the 1st day of January in each year and end on the last day of December in the same calendar year.

ARTICLES III. MEMBERSHIP

3.1. QUALIFICATION FOR MEMBERSHIP. The members of the Association shall be persons or corporations who are owners, legal or equitable, of lots (Units as defined in the Declaration) in the Subdivision. Ownership of a Unit shall automatically make the owner a member of the Association and such membership shall not be subject to the approval of the Board of Directors or other Members of this corporation; provided, however, that a beneficiary of any security instrument securing any obligation or a vendor in a land contract shall not be entitled to membership.

3.2. EVIDENCE OF MEMBERSHIP. The Board of Directors of the Association may cause the issuance of evidence of membership and associate membership in the Association to the members and associate members thereof in such form as the Board of Directors shall prescribe; however, failure to issue such evidence of membership shall in no way preclude or restrict persons or corporations from membership as herein otherwise provided.

3.3 MEMBERSHIP VOTING RIGHTS, LIABILITIES AND PRIVILEGES. The voting rights, privileges, and liabilities are apportioned pursuant to the allocations set forth in the Declaration. The rights of membership are subject to suspension for failure of a Unit Owner to make timely payment of assessments, dues, fees and costs levied by the Association. Assessments, fees, penalties, fines and dues imposed against Unit Owners by the Association become a lien upon the Unit/property against which such assessment is made as provided in the Declaration.

3.4 SUSPENSION OF MEMBERSHIP PRIVILEGES. The Corporation's Board of Directors may suspend a member's membership privileges at any time that the member's financial obligations to the Corporation are delinquent or past due or at any time that there member's Unit is in violation of the provisions of the Declaration. Provided, however, that the Corporation shall give all such delinquent members not less than ten (10) days advance written notice of such suspension of privileges.

ARTICLE IV POWERS OF ASSOCIATION

4.0 The Association has all powers vested in West Virginia non-profit corporations pursuant to West Virginia law, and all powers vested in Common Interest Community Property Owner's Association pursuant to West Virginia Code 36B. The Corporation's powers include, but are not limited to, the following powers and authority to:

- A. Adopt and amend By-Laws and Rules and Regulations and Building Control Standards;
- B. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments for Common Expense from Unit Owners;
- C. Hire and discharge managing agents and other employees, agents and independent contractors;
- D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Subdivision;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- G. Cause additional improvements to be made as a part of the Common Elements;
- H. Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Elements in the Subdivision may be conveyed or subjected to a security interest only pursuant to the provisions of this Declaration;
- I. Grant easements, leases, licenses and concessions through or over the Common Elements;
- J. Impose and receive any payments, fees or charges for the use, rentals or operation of the Common Elements and for services provided to Unit Owners;
- K. Cause to be placed or kept in effect liability insurance on Common Elements;
- L. Impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws and Rules and Regulations of the Association;
- M. Impose reasonable charges for the preparation and recordation of Amendments to the Declaration or statements of unpaid Assessments;
- N. Provide for the indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance as desirable;
- O. Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent this Declaration expressly so provides;
- P. Exercise any other powers conferred by the Governing Documents executed and delivered by the Declarant;

- Q. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;
- R. Exercise any other powers necessary and proper for the governance and operation of the Association, and;
- S. Employ and retain such professionals and other experts whose services may be reasonably required to effectively perform these duties.

4.1 NON-DISCRETIONARY MAINTENANCE OBLIGATIONS OF ASSOCIATION: The Association shall, beginning at the time each improvement to a Common Element or Limited Common Element is completed by Declarant, be responsible for maintenance, repair, replacement and upkeep of the Common Elements and Limited Common Elements, including, but not limited to: (a) snow removal and roadway repairs; (b) lawn care and maintenance of the entryway and all Subdivision signage; (c) property taxes and insurance; monitoring, maintenance and upkeep of all drainways and drainage systems, including holding ponds, sediment ponds and all other water retention systems. The Declarant alone is liable for all expenses in connection with real estate subject to the development rights. No other Unit Owner and no other portion of the Subdivision is subject to a claim for payment of those expenses.

4.2. DISCRETIONARY POWERS OF ASSOCIATION: The Association has the power, but not the duty, to enforce the Governing Documents. In the event of unforeseen circumstances, violations of the Governing Documents may occur which are of minor impact to the community or which would result in an unreasonable hardship in the event that strict adherence to the Governing Documents is pursued. In determining whether the Association shall take action to enforce the Governing Documents, Association is authorized to take into consideration such factors as individual hardship to the violating party and cost benefit analysis of the reasonable return to result from expenditure of Association funds. Thus the Association has the right, but not the obligation to enforce any part of the Governing Documents. The Association is expressly authorized to avoid participation in disputes between individual Unit Owners or disputes which are appropriately addressed by legal authorities. In the event that Association should elect not to pursue any action it reasonably believes is not in the best interest of the majority of Unit Owners, individual Unit owners may bring suit to enforce the Governing Documents against other Unit Owners. By acceptance of a deed subject to the Governing Documents, all Unit owners release the Association from any and all liability resulting from a good faith Association decision not to take any action which the Association's Board deems not to be in the best financial or other collective interests of the majority of all owners of all Units.

4.3. ASSOCIATION RIGHT TO PERFORM MAINTENANCE: In the event any owner of any Unit shall fail to maintain the Unit premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, notice shall be provided by the Board, in

writing, to the owner to correct the condition and if after thirty (30) days the condition has not been corrected, the Association shall have the right, through its agents and employees to enter upon said Unit and repair, maintain and restore the Unit and the exterior of the buildings and any other improvements erected thereon to the extent authorized by law. Such right shall not be exercised unless two-thirds (2/3) of such Board of Directors and fifty-one (51%) percent of the Unit Owners shall have voted in favor of its being exercised by ballot or proxy. The cost of such exterior maintenance and maintenance of the Unit shall be added to and become part of the annual charge to which such Unit is subject and until paid shall be a lien on said Unit and improvements thereon. All Unit owners by acceptance of a deed subject to the Governing Documents covenants and agrees that such entry and maintenance shall not constitute an actionable trespass or breach of the peace.

ARTICLE V FINANCIAL AND BUDGETARY MATTERS

5. ANNUAL BUDGET. Each year commencing with the year 2005, the Board of Directors of the Association shall convene on or about the 1st day of December for the purpose of setting the anticipated budgetary needs of the Association for the upcoming fiscal year. The Board of Directors shall then allocate the budgeted costs to the Units pursuant to the formulas of allocated expense liabilities set forth in the Declaration, and fix the amount to be assessed to each Unit during the succeeding fiscal year as an Annual Assessment. All monies collected by the Association pursuant to Assessments shall be held and utilized by the Association pursuant to the provisions of the Declaration. The Annual Budget for each year shall be finalized prior to the last day of December of the preceding year.

5.1 ANNUAL ASSESSMENT. The Annual Assessment to each Unit during any year shall be not less than Three Hundred Dollars (\$300.00) per Unit or the actual needs of the Association per year, whichever is greater. In the event that the Board of Directors fails to establish a Budget or Annual Assessment for any year, the Annual Assessment for the last preceding year shall remain in effect but subject to a cost of living increase for the purpose of assuring that the Association's Budget is sufficient to satisfy the increasing costs of Association costs, debts and liabilities. The cost of living increase shall not be less than three (3%) percent per year.

5.2 INITIAL MEMBERSHIP DEPOSIT. The Board of Directors shall have the right to establish the annual charge or Initial Membership Deposit for Association membership as it deems fair and equitable. The Initial Membership Deposit shall not be more than one-half of the most recent Annual Assessment. The Initial Membership Deposit is due to the Association by the Grantee in any non-exempt transfer of any Unit and so long as Declarant owns any Unit in the Subdivision, the Initial Membership Deposit shall be \$150.00 and may not be increased or decreased by the Association without Declarant's prior written consent.

5.3 SPECIAL ASSESSMENTS: Special Assessments may be levied by the Board of Directors during each year if deemed necessary by the Board for the purpose of fulfilling financial obligations of the Association in excess of the sums budgeted by the Association.

5.4 DUE DATE OF ASSESSMENTS. The annual assessments provided for herein shall be published to the Unit Owners not later than January 1 of each year, shall become due and payable on the 1st day of January of each year and shall be delinquent if not paid prior to January 31 of each year. Special Assessments shall be due and payable as set forth in the Declaration and delinquent if not paid within said time period. The Board of Directors of the Association may provide for the payment of quarterly or other payment plans as it deems prudent, however, any amount not paid within the above time periods shall bear interest.

5.5 LIEN FOR ASSESSMENTS. The Association has a lien on all Units from the time any assessment or fine is levied. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time assessment is levied.

ARTICLE VI. MEETING OF MEMBERS

6.0 PLACE OF MEETINGS. Any meeting of the members of the Association shall be held at the site of the Subdivision or some other suitable place within Monongalia County, West Virginia, and the place at which a particular meeting is to be held shall be stated in the notice of that meeting.

6.1 ANNUAL MEETING. The annual meeting of the members of the Association for the transaction of such business as may properly come before the meeting shall be held not later than the end of January of each year, and on a Saturday or Sunday which is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work any forfeiture of the Charter, dissolution of the Association, or other rights, powers and duties of the Directors. The annual meeting may be held on such other date as may be from time to time designated by the Board with sufficient notice of time and place to the members of the Association.

6.2 SPECIAL MEETINGS. A special meeting of the Members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by a person who has, or persons who have, the right to cast twenty percent (20%) of the votes in the Association on any question upon which the vote of the membership of the Association shall be required or desirable.

6.3 NOTICE OF MEETINGS. A written or printed notice stating the place, day and hour of the

meeting, and, in the case of a special meeting, the purpose for which such meeting shall have been called, shall be prepared and delivered, e-mailed or mailed to the last known address of each member (or group of persons constituting a joint tenancy or tenancy in common) not more than sixty (60) days nor less than ten (10) days before the date of the meeting.

6.4 QUORUM. A quorum shall be deemed to be present at any annual or special meeting of the Members of the Association, if at the meeting the owners of not less than thirty per cent (30%) of the Units in the Subdivision are present. The owner of the Unit shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney in fact, whether the tenant so present is a sole owner, a tenant in common or a joint tenant.

6.5 VOTING AT MEETINGS.

- (A) The voting rights of the members of the Association shall be as prescribed in these By-Laws, the Articles of Incorporation and the Declaration.
- (B) A vote attributable to a lot in the Subdivision shall be cast as follows:
 - (i) If the Unit is owned by one person, the vote shall be cast by that person.
 - (ii) If the Unit is owned by more than one person, either as joint tenants or tenants in common, the vote attributable thereto shall be deemed properly cast if cast by any one of the tenants in the absence of any objection, or contrary vote, by any other tenant. If two or more tenants desire the vote to be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by a majority in number of the tenants. However, in the event of fractional interests in one vote occurs, each owner shall be entitled to cast his fractional vote.
- (C) Only those votes cast by Members in good standing will be included in a count of votes. A Member is not in good standing so long as delinquent assessments on that Member's Unit remain unsatisfied or at any time which the Unit is in violation of the Declaration. Provided, however, that membership privileges and voting rights may not be suspended until ten (10) days advance notice of such pending suspension is given by the Association.
- (D) Any person who is entitled to vote at any meeting of the Members of the Association may vote in person or by proxy executed in writing or by a duly authorized attorney in fact. No proxy shall be valid after twelve (12) months from the date of its

execution or binding upon purchasers of property from the then grantor of the proxy.

6.6 ORDER OF BUSINESS AT MEETINGS.

At all meetings of the Members, the order of business shall be as follows:

1. Election of a Chairman
2. Appointment and report of a committee to determine if a quorum is present.
3. Presentation of proofs of the due calling of meeting.
4. Reading, correction and approval of minutes of previous meetings.
5. Report of the Board of Directors, if an annual meeting.
6. Report of Officers.
7. Report of Committees.
8. Elections and Appointments (if appropriate)
9. Unfinished business.
10. New business.
11. Charges against any Director or Officer.
12. Adjournment.

6.7 ALTERNATE VOTING PROCEDURE

Any matter which may be subjected to a vote at a meeting of the Membership, may be voted on by the members by ballot with the same force and effect as if at a duly noticed meeting of the Members. Such voting shall be conducted first by ballot with one ballot (per Unit entitled to vote at the time of the election) furnished by hand delivery, e-mail or U.S. Mail to the owner(s) of each Unit in the Subdivision. Each ballot shall state or identify:

- (a) all individuals nominated for election to the Board of Directors;
- (b) the Unit or Units for which the ballot may be cast;
- (c) the number of votes for which that ballot may be cast;
- (d) the cut-off date by which the ballot must be returned to the Association;

- (e) the individual(s) or entity(s) casting the ballot.

Thirty (30) days subsequent to distribution of ballots the voting shall be closed. If a majority (51%) of all votes in the Association have been cast by returned ballots, the ballots shall be counted as dispositive on the matter presented and the matter shall pass by a majority of the fifty-one(51%) percent of the votes cast. Provided, however, that after expiration of the thirty (30) day period, fewer than a majority (fifty-one [51%] per cent) of the total votes in the Association have been cast by ballot, the election shall be completed by petition. In the event that an election is completed by petition, all votes previously cast by balloting shall stand and be counted. Within thirty (30) days subsequent to the expiration of the balloting, the Association shall circulate a petition containing the same information required for ballots. The petition shall be circulated door to door in the Subdivision, to the owners of Units which have not previously cast votes by ballot, until such time as a majority (fifty-one [51%] per cent) of all votes in the Association have been cast. When the required fifty-one (51%) percent of all votes have been cast by ballot or petition, the Board shall have no further obligation to circulate the petition and the majority of the fifty-one (51%) percent of all votes shall be dispositive as to the matter presented.

ARTICLE VII. THE BOARD OF DIRECTORS

7.0 Directors of the Association shall be Members of the Association, provided, however, that Declarant may appoint or elect Directors who are not Members. The entire Board of Directors shall be elected pursuant to the provisions of the Declaration.

7.1 With the exception of Directors appointed by the Declarant, no two (2) individuals can serve on the same Board if their only basis for membership in the Association is the joint ownership of a single numbered lot. No husband and wife may serve as Directors at the same time.

7.2 Directors shall serve two (2) year staggered terms with less than a majority of Directors being elected or appointed during a given year. Provided, however, that each Director shall hold office until his successors shall have been chosen and qualified.

7.3 Subject to the Declaration, any vacancy that shall occur in the Board of Directors by death, resignation or otherwise, shall be filled by a majority vote of the remaining Directors, and the members of the Association or until the next annual meeting of the members of the Association or until such time as his successor is chosen and elected by the Members of the Association.

7.4 The Board of Directors shall hold an annual meeting immediately after the annual meeting of the Members of the Association for the purpose of organization, election of officers, and taking

action on any other business that properly may be brought before the meeting.

7.5 Special meetings of the Board of Directors shall be called at any time by written request of any one (1) Director. A written or printed notice stating the place, day and hour of a special meeting shall be delivered, e-mailed or mailed by the Secretary to each Director at least three (3) days before the date of the Meeting. Notice of any meeting of Directors may be waived by any Director in a writing filed with the Secretary before the time of the meeting, or by attendance in person.

7.6 All meetings of the Board of Directors of the Association shall be held at such place as may be specified in the respective notices or waivers of notice thereof. Meetings may be held by teleconference or other electronic media.

7.7 A majority of the whole Board of Directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing Directors for a quorum. The act of a majority of the existing Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

7.8 The powers of the Board shall include, but not be limited to, the following:

(A) The power to adopt and publish rules and regulations governing the use of those parts of the Subdivision that are or will be owned by or are otherwise under the control of the Association; and

(B) The power to adopt and publish Building Control Standards pursuant to the Declaration;

(C) The power to exercise for the Association all the powers and duties of the Association whose exercise is not reserved or committed to the membership of the Association by the By-Laws, the Articles of Incorporation or Declaration.

(D) The power to delegate those powers necessary for the appropriate operation of a Master Association. The Board shall appoint a Member to represent the Association at all Master Association meetings.

7.9 The duties of the Board of Directors shall include (but not be limited to) the duty to fix an annual budget and to levy all assessments, fines, fees and penalties against Unit Owners pursuant to the provisions for such a charge that are contained in the Articles of Incorporation, these By-Laws and in the Declaration. The Board shall also have the duty to carry out the management of the

corporation and exercise all rights, powers and privileges bestowed upon it by the Articles of Incorporation, the Declaration and these By-Laws.

7.10 The Board of Directors shall adopt rules and regulations relating to the use and enjoyment of the Common Elements.

7.11 Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the written consent of a majority of the Board is filed with the minutes of the Board.

ARTICLE VIII COMMITTEES

8.0 The Board of Directors may create such temporary and standing committees as it shall deem necessary and shall assign to each committee so created such duties as the Board of Directors shall consider proper for assignment to such committee. Subject to the provisions of the Declaration, the Board of Directors shall choose committee members from the membership of the Association or, when appropriate from qualified non-Member residents of the Monongalia County community, and each such committee member shall serve at the pleasure of the Board of Directors.

8.1 The committees established by the Board shall include a Building Control Committee and may include such other committees as the Board deems prudent.

ARTICLE IX. THE OFFICERS OF THE ASSOCIATION

9.0 The officers of the Association shall be a President, a Secretary and a Treasurer. Any person may hold two (2) offices at the same time, except that the same person may not simultaneously hold the offices of President and Secretary. No officer, except the President, need be a Director.

9.1 The officers shall be chosen by the Board of Directors and each officer shall hold his office until a successor shall have been chosen and qualified, or until his death, resignation or removal.

9.2 Any officer may be removed by the Board without cause, at any time, by a majority vote of the Directors. A Director against whom a charge for removal has been asserted may be represented at the hearing in the Special Meeting by counsel.

9.3 Any vacancy in any office because of death, resignation or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the Board of Directors.

9.4 The President, who shall be chosen from the Directors, shall have active executive management of the operation of the Association, subject, however, to the control of the Board of Directors. He shall, in general, perform duties as, from time to time, may be assigned to him by the Board of Directors.

9.5 The Secretary shall keep, or cause to be kept, in a book that shall be provided for that purpose and shall remain in the Secretary's custody, the minutes of the meetings of the Members of the Association and of the Board of Directors; shall at all times keep at the registered office of the Association a complete and accurate list of the names and addresses of all Members of the Association; shall attend to the giving of all notices in accordance with the provisions of these By-Laws and as required by law; shall be the custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing the seal of the Association to paper; shall affix the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal shall have been properly authorized; and shall, in general, perform all duties as from time to time may be assigned to him by the Board of Directors or the President.

9.6 The treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each Member of the Association; shall have charge and custody of, and be responsible for, all funds of the Association and shall deposit all such funds in the depositories as shall be selected by the Board of Directors; shall receive and give receipts for monies due and payable to the Association from any source; shall disburse the funds of the Association in accordance with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all his transactions as treasurer and of the financial condition of the Association; and shall in general, perform all the duties incidental to the office of treasurer and such other duties, as from time to time may be assigned to him by the Board of Directors or the President.

ARTICLE X CORPORATE BOOKS AND RECORDS

10.0 Except as otherwise provided by the law of the State of West Virginia or these By-Laws, the books and records of the Association may be kept at such place or places as the custodian thereof may select, but all of such books and records shall be open for inspection by any member of the

Association for proper purposes at any reasonable time.

**ARTICLE XI.
EXECUTION OF CHECKS AND CONTRACTS**

11.0 Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise ordered by the Board of Directors or required by law, be signed by the President and the Treasurer of the Association.

11.1 Every contract (in addition to those mentioned above) to which the Association is a party, shall be executed by its President and attested to by its Secretary. The Secretary shall affix the seal of the Association to any such contracts. No contract of the Association shall be properly executed unless executed and ensealed as recited herein.

**ARTICLE XII.
PROCEDURE FOR PRESENTATION OF ISSUES TO THE BOARD:**

12.0 Any disputed violation of these By-Laws or the Restrictive Covenants, Articles of Incorporation, or Rules and Regulations of or pertaining to the Subdivision, may be appealed to the Board. All appeals must be presented, in writing, to the Board for consideration during its regular monthly meeting. The aggrieved Unit Owner may appear and present the appeal to the Board. The Board shall rule on the appeal and issue a written decision to the Unit Owner.

12.1 The Board meets monthly to address the business of the Association. The time, date and location of any given month's meeting may be obtained from any Board Member. The Board may exclude Association Members from all or any portion of any meeting.

12.2 Any Association Member may address any issue with the Board at its monthly meeting. Provided, however, the Member must first satisfy the following procedural requirements:

- (A) A written request to present new business before the Board must be submitted no fewer than ten (10) days prior to the meeting; and
- (B) Said written request must state a brief synopsis of the new business sufficient that the Board may adequately prepare for the meeting; and
- (C) The request must state the name(s), contact information, and Unit number(s) of the individuals presenting the new business to the Board; and

(D) No written request may exceed 500 words in length.

12.3 No Association Member will be allowed to present new business to the Board unless the preceding provisions have been satisfied and the Association may schedule the member's presentation at any meeting held within sixty (60) days after the Board's receipt of the petition..

12.4 Any Association Member who has complied with the preceding provisions will be permitted ten (10) minutes time to present the new business to the Board.

12.5 In the event that Board activity is required with regard to the new business, the Board may take up to thirty (30) days to respond to the new business. The Board may hold special and/or private, meetings to discuss the new business and the Board must provide some written response to the petitioning Association Member by regular mail.

12.6 The Association Board may delegate its duties to the Association to appropriate committees of the Association. In the event of such delegation, the committee shall follow the above procedures. Any Association member with objection to the ruling of the committee may appeal said decision to the Board by following the foregoing procedures.

**ARTICLE XIII.
AMENDMENTS**

12.7 The power to add to, alter, amend or appeal (wholly or in part) these By-Laws is vested in the Board of Directors. The affirmative majority vote of all Directors shall be necessary to effect any additions to, or alterations, amendment, or repeal. The Board may amend any provision to this Declaration provided, however, that the Board may not absent the consent of the majority of all Members extend the terms of Office of the sitting Board Members.

Adopted this ____ day of July, 2005:

Richard W. Brant, Director

Susan Riddle, Director

Paul Kokot, Director