

First Amendment to Brentwood HOA By Laws

Section 3.1 Quorum. Meetings of the members shall be held at such location within Johnson County, Indiana, as may be designated in any notice of such meeting. The presence in person or by proxy at any meeting of the members having ten percent (10%) of the total votes shall constitute a Quorum. Unless otherwise expressly provided by law, the Articles of Incorporation, or these By-Laws, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having majority of the total votes present at such meeting except as provided by law, the Articles of Incorporation or these By-Laws.

Section 4.2 Number and Election. At the annual meeting of the Members held as provided in Section 3.2 herein, the voting Members shall elect the Board, which shall consist of three (3) Members. In all elections for Directors of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Voting on each position for the Board of Directors which is eligible for vote shall be by paper ballot containing the signature and address of the Owner casting the vote. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.


At the first election of directors held after this amendment is adopted by the Board, one Director shall be elected to serve a term of three(3) years, one director shall be elected to serve a term of two(2) years, and one director shall be elected to serve a term of one (1) year. At all elections of directors thereafter, directors shall be elected to serve a term of three years.

At any meeting where a quorum shall be present, the voting members may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Directors at any annual or special meeting called for that purpose, provided that such number of Directors shall be not less than three (3) nor more than nine (9). Further, the terms of at least one-third of the persons on the Board shall expire annually and that no director or officer of the Homeowners Association shall be elected for a term of more than three (3) years. Any eligible Director may serve an indefinite number of consecutive terms through re-election.

Directors shall receive no compensation. In the event no quorum is present at the Annual Meeting, or if a sufficient number of Directors cannot be found to fill open Board of Director vacancies at the annual Meeting whether by slating, written petition or oral nomination, the existing Board of Directors has the authority to fill the vacancy/vacancies by appointment as long as successor Directors are willing to serve.

The undersigned hereby certifies that this First Amendment to the Code of Bylaws of Brentwood Homeowners Association, Inc. was duly moved and passed by a majority vote of the Board of Directors of said Association.

BRENTWOOD HOMEOWNERS ASSOCIATION, INC.



President

1/28/2008
Date

John A. Alexander
Printed Name of President

ATTEST:



Secretary

1/28/2008
Date

MICHAEL J. NORRIS
Printed Name of Secretary

BY-LAWS
OF
BRENTWOOD COMMUNITY ASSOCIATION, INC.

ARTICLE I
Association

Section 1.1. Association. Brentwood Community Association, Inc. ("Homeowners' Association") has been formed, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Indiana, and shall be the governing body for all of the Lot Owners (as defined in Section 9.1 hereof) for the maintenance, repair, replacement, administration and operation of the property owned, leased, managed or used by the Homeowners' Association and located in Brentwood ("Property"), located in Johnson County, Indiana. The Homeowners' Association shall not be deemed to be conducting a business of any kind, and all funds received by the Homeowners' Association shall be held and applied by it for the use and benefit of Lot Owners in accordance with the provisions contained herein. The Homeowners' Association has been established in conjunction with the filing of various Plats ("Plats") and Declarations of Covenants, Conditions and Restrictions ("Declarations") of Brentwood ("Development") as may be amended by Brentwood, Inc. ("Developer") filed at Book 68, page 164 in the office of the Recorder of Johnson County, Indiana which instruments are incorporated herein by reference and such additional Plats as may be filed in the future in conjunction with the development of Brentwood. Defined terms contained herein shall have the same meaning as those in the Plats and Declarations, unless otherwise stated herein.

ARTICLE II
Membership

Section 2.1. Membership. Each Owner of a Lot automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

Section 2.2. Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote for each Lot owned by Owner.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is

hereinafter defined in paragraph 2.3).

Section 2.3. Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership, January 1, 2002, or such date as determined by Developer, whichever comes first.

Section 2.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Paragraph 2.2 (in the case of Class A membership). No Lot's vote shall be split.

Section 2.4. Voting Rights of Voting Members. Votes shall be exercisable in person or by proxy on each matter submitted to the membership for a vote at each meeting of the membership.

ARTICLE III Meetings of Members

Section 3.1. Quorum. Meetings of the Members shall be held at the Property or at such other place in Johnson County, Indiana, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Members having thirty percent (30%) of the total votes shall constitute a quorum. Unless otherwise expressly provided by law, the Articles of Incorporation or these By-Laws, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having majority of the total votes present at such meeting except as provided by law, the Articles of Incorporation or these By-laws.

Section 3.2. Initial and Annual Meetings. The initial meeting of the Members shall be held upon ten (10) days written notice given by the Board of Directors. Thereafter, there shall be an annual meeting of the Members the second Tuesday in August following such initial meeting, and during the second Tuesday in August of each succeeding year thereafter at 7:00 p.m., or at such other reasonable time or date as may be designated by written notice of the Board of Directors delivered to the Members.

Section 3.3. Special Meetings. Special meetings of the Members may be called by the president, by a majority of the Board of Directors, or by a petition in writing of at least one-half (1/2) of the voting Members of the Homeowners' Association.

Section 3.4. Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members and, in the case of special meetings or when otherwise required by law, the purpose for which any such meeting is called, shall be delivered or mailed by the secretary of the Homeowners' Association to each voting Member of record, at such address as appears upon the records of the Homeowners' Association, and at least ten (10) days before the date of such meeting.

Section 3.5. Waiver of Notice. Notice of any meeting may be waived by any voting Member in writing filed with the secretary of the Homeowners' Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 3.6. Voting Rights. Each Member of the Homeowners' Association shall have the voting rights specified in the Articles of Incorporation.

Section 3.7. Voting by Proxy. A Member entitled to vote at any meeting of Members may vote either in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact of such Member. (For purposes of this section, a proxy granted by telegram or facsimile by a Member shall be deemed "executed in writing by the Member.")

Section 3.8. Voting List. The secretary or assistant secretary of the Homeowners' Association shall at all times keep at the principal office of the Homeowners' Association a complete and accurate list of all Members entitled to vote by the Articles of Incorporation. Such list may be inspected by any Member for any proper purpose at any reasonable time.

Section 3.9. Conduct of Meetings. Meetings of Members, including the order of business, shall be conducted in accordance with Roberts' Rules of Order, Revised, except insofar as the Articles of Incorporation, these By-Laws, or any rule adopted by the Board of Directors or Members may otherwise provide. The Members may, by unanimous consent, waive the requirements of this section, but such waiver shall not preclude any Member from invoking the requirements of this section at any subsequent meeting.

Section 3.10. Action of Consent. Any action required to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting but with the same effect as a unanimous vote at a meeting, if, prior to such action, a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect thereto, and such consent is filed with the minutes of the proceedings of the Members.

ARTICLE IV Board of Directors

Section 4.1. Duties and Qualifications. The business and affairs of the Homeowners' Association shall be managed by the Board of Directors. Each Director shall be a Member or a person designated by a Member of the Homeowners' Association.

Section 4.2. Number and Election. The initial Board of Directors designated by the Developer shall consist of two (2) Directors who shall serve without compensation. Such initial Board shall serve for a period commencing on or as soon as possible thereafter the date the Articles of Incorporation are recorded and ending upon the qualification of the Directors elected at the initial meeting of voting Members held as provided in Section 3.2 hereof. Said initial Board may, on

behalf of the Developer, exercise the rights reserved in the Plats and Articles of Incorporation. At the initial meeting of voting Members held as provided in Section 3.2 hereof, the voting Members shall elect the Board which shall consist of two (2) Members. In all elections for Directors of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Directors elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting two (2) Board Directors shall be elected. The Board Directors elected at the annual meeting shall serve for a term of one (1) year or until their successors are duly elected and qualified. The voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Board Directors at any annual or special meeting, provided that such number shall not be less than three (3) nor more than nine (9), that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Director nor officer of the Homeowners' Association shall be elected for a term of more than three (3) years, but that officers and Directors may succeed themselves. Directors shall receive no compensation for their services.

Section 4.3. Vacancies. Any vacancy among the Directors caused by death, resignation, removal or otherwise shall be filled by the remaining Directors. A Director chosen to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy and until that Director or his successor shall be elected and qualified.

Section 4.4. Annual Meetings. Unless otherwise agreed upon, the Board of Directors shall meet immediately following the annual meeting of the Members, at the place where such meeting of Members was held, for the purpose of election of officers of the Homeowners' Association and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of such annual meeting.

Section 4.5. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect. No notice shall be necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the president or of any two (2) Directors of the Board and upon forty-eight (48) hours' notice specifying the time, place and general purposes of the meeting, given to each Director either personally or by mail, telegram or telephone. Notice of a special meeting may be waived in writing or by telegram. Attendance at any special meeting shall constitute waiver of notice of such meeting.

Section 4.6. Meetings Open to Lot Owners. All meetings of the Board of Directors shall be open to attendance by any Member.

Section 4.7. Meetings May be Attended by Electronic Voice Communication. Any meeting of the Board of Directors may be attended by means of any form of electronic voice communication, provided that all Directors can simultaneously hear the proceedings and be heard by all the other Directors in attendance at the meeting. A quorum for the meeting so held shall be computed on the basis of all persons in voice contact with each other. Any meeting so held shall be a formal meeting of the Board of Directors for all purposes, and any business may be transacted at

such meeting that could be transacted if the Directors were assembled in physical proximity to each other.

Section 4.8. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business, 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 of Incorporation, or these By-Laws.

Section 4.9. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all Directors of the Board and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 4.10. Committees. The president or the Board of Directors may from time to time create and appoint standing, advisory and special committees of Members and other appropriate individuals to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Homeowners' Association.

Section 4.11. Removal of Director. Any Director may be removed from office at any time after the election of Directors at the initial meeting of voting Members pursuant to Section 3.2 hereof, by affirmative vote of the voting Members have at least two-thirds (2/3) of the votes of the Members in attendance by person or proxy, at any special meeting called for the purpose. A successor to fill the unexpired term of a Director removed may be elected by the voting Members at the same meeting or any subsequent meeting called for that purpose.

Section 4.12. General Powers and Duties of the Board. The powers and duties of the Board shall include but are not limited to the following:

(i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate including streets, sidewalks and recreation areas. Maintenance of the Landscape and Mounding Easements may be performed by the Association but the Owners whose Lots are subject to such easements shall have the primary responsibility for such maintenance; provided, however, that maintenance of the Landscape and Mounding Easements adjoining 57th Street shall be the responsibility of the Association.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

(iii) Maintenance, repair and replacement of all private street signs.

(iv) Mowing of lawns located on any Lot which shall be considered part of the Common Areas for purposes of maintenance only. Owners shall be responsible for edging around fences, shrubs and bushes. Maintenance of lawns shall mean solely the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees planted by the Developer. It shall not include the fertilizing or watering of lawns on Lots which shall be the responsibility of the Owner

nor the care and maintenance of (i) shrubs, (ii) trees which were not planted by Developer, (iii) flowers, or (iv) other plants on any Lot, nor shall maintenance of lawns mean the mowing of grass within any fenced portion of any Lot for which permission to fence has been granted as herein provided.

(v) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to a Drainage Utility and Sewer Easement to keep the portion of the drainage system and Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(viii) Assessment and collection from the Owners of the Common Expenses.

(ix) Contracting for such services as management, snow removal, Common Area maintenance, security control, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

ARTICLE V

Officers

Section 5.1. Officers and Qualifications Therefor. The officers of the Homeowners' Association shall consist of a president, one (1) or more vice presidents, a secretary and a treasurer. The officers shall be chosen from among the Directors. Any two (2) or more offices may be held by the same person except that the duties of president and secretary shall not be performed by the same person.

Section 5.2. Terms of Office. Each of the officers of the Homeowners' Association shall be elected by a majority vote of the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until his successor shall be duly elected and qualified, or until resignation, removal or death.

Section 5.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Homeowners' Association for any reason, the same may be filled by the Board of Directors at any

meeting thereof, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until his successor shall be duly elected and qualified.

Section 5.4. Removal. Any officer of the Homeowners' Association may be removed, with or without cause, by the Board of Directors whenever a majority of the Board shall vote in favor of such removal.

ARTICLE VI Powers and Duties of Officers

Section 6.1. President. The president, if present, shall preside at all meetings of the Members and the Board of Directors. Subject to the general control of the Board of Directors, the president shall perform all of the usual duties of the chief executive officer of a corporation.

Section 6.2. The Vice-President. Subject to the general control of the Board of Directors, the vice president shall discharge all the usual functions of the president if the president is not present and shall have such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 6.3. Secretary/Treasurer. The secretary shall attend all meetings of the Members and of the Board of Directors, and keep, or cause to be kept, a true and complete record of the proceedings of such meetings, and he/she shall perform a like duty, when required, for all committees appointed by the president or the Board of Directors. If required, he/she shall attest the execution by the Homeowners' Association of deeds, leases, agreements and other official documents. He/she shall attend to the giving and serving of all notices of the Homeowners' Association, and in general shall perform all duties pertaining to the office of secretary and such other duties as these By-Laws or the Board of Directors may prescribe.

The treasurer shall keep or cause to be kept correct and complete records of account, showing accurately at all times the financial condition of the Homeowners' Association. He/she shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Homeowners' Association. He/she shall deposit, or cause to be deposited, all funds of the Homeowners' Association with such depositaries as the Board of Directors shall designate. He/she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Homeowners' Association, and in general shall perform all duties pertaining to the office of treasurer.

ARTICLE VII Miscellaneous

Section 7.1. Corporate Seal. The Homeowners' Association shall have no seal.

Section 7.2. Execution of Contracts and Other Documents. Unless otherwise ordered by

the Board of Directors, all written contracts and other documents entered into by the Homeowners' Association shall be executed on behalf of the Homeowners' Association by the president and, if required, attested by the secretary.

Section 7.3. Fiscal Year. The fiscal year of the Homeowners' Association shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE VIII Amendments

Subject to law and the Articles of Incorporation and the various Declaration of Covenants, Conditions and Restrictions, filed with the Recorder of Johnson County as may be amended, and subsequent plats recorded pursuant to the Plats, the power to make, alter, amend or repeal all or any part of these By-Laws is vested in the Board of Directors. The affirmative vote of a majority of the entire Board of Directors shall be necessary to effect any such changes in these By-Laws. Where the amendment of the By-Laws would affect the terms and conditions contained in the Plat that are subject to approval by the Lot owners or first Mortgagees, then such amendment of the By-Laws shall be subject to the same percentage requirements of Lot owners or first Mortgagees as contained in the Plat.

ARTICLE IX Covenant For Assessments.

Section 9.1. Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape and Mounding Easement, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 9.2. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount.

(ii) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

Section 9.3. Special Assessments. In addition to Regular Assessments, the Board of

Directors of the Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

Section 9.4. No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in Paragraph 9.8 herein and Article IX of the Declarations, any builder nor any related entity shall be assessed any portion of any Regular or special Assessment during the Development Period.

Section 9.5. Date of Commencement of Regular or Special Assessments; Due dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to an Owner who is not one of the persons named in Paragraph 9.4 above. If, on the date of adoption hereof, any assessment has not previously been reimbursed to the Developer, the Association shall make immediate reimbursement to the Developer and shall assess such amounts against each Owner.

At closing the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in Article IX.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

Section 9.6. Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Paragraph 9.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the

appointment of a receiver for the purpose of preserving the Lot or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot or Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this Paragraph 9.6 or elsewhere in this Declaration, any sale or transfer of a Lot or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

Section 9.7. Creation of Lien and Personal Obligation. Each Owner (other than the Developer or a builder during the Development Period) of a Lot or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot or Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot or Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot or Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 9.8. Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in Paragraph 1.7 of the Declarations, the Owner of any Lot

subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer may, on behalf of the Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, Developer, on behalf of the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article IX in the same manner as any other Regular Assessment or Special Assessment may be collected.

CERTIFICATE

The foregoing Code of By-Laws constitutes a true record of the Code adopted by the Board of Directors on May 19, 1997.

President

Secretary