

BY-LAWS OF
ARROW HAVEN COMMUNITY ASSOCIATION, INC.

ARTICLE I

Name and Address

Section 1. The name of the corporation shall be ‘Arrow Haven Community Association. Inc.’ {hereinafter referred to as the “Association”}.

Section 2. The post office address of the Association shall be the residence of the President.

ARTICLE II

Purposes and Powers

The purposes and powers of the Association and the limitations thereon shall be those expressed in Article II of the Articles of Incorporation.

ARTICLE III

Section Membership

1. Members. The members of the Association shall be the owners of lots within Arrow Haven in Allen County, Indiana, who shall hold their memberships as provided in Article V of the Articles of Incorporation. Each member shall receive a certificate from the Association, signed by the President or Vice President and the Secretary or Assistant Secretary, stating that he is a member of the Association. Such certificate shall be surrendered upon termination of membership and shall not be transferable.

Section 2. The annual meeting of the members of the Association shall be held on or before the 31st day of October each year at such place and time reasonably convenient for members to attend, as may be fixed by the Board of Directors and designated in the Notice or Waiver of Notice of such meeting. At the annual meeting, the Directors for the ensuing year shall be elected, the officers of the Association shall present their annual reports, the annual budget for the Association shall be adopted, the annual membership assessment required to meet said budget shall be determined, and all such other business shall be transacted as may properly come before the meeting. The Secretary of the Association shall cause notice of the annual meeting to be given to each member of record of the Association entitled to vote by depositing the same in the United

States mail, postage prepaid, in an envelope addressed to the latest address of such member as the same appears upon the records of the Association, such notice to be mailed at least ten {10} days before the date of such meeting.

Section 3. Special Meetings Special meetings of the members may be held at such place within Allen County, Indiana, reasonably convenient for members to attend, as may be designated pursuant to these By-Laws. Special meetings may be called in writing by the President, by a majority of the Board of Directors or by written petition signed by the holders of not less than 10% of each class of memberships entitled to vote. The Secretary of the Association shall cause notice of the holding of any such special meeting to be given to each member of record of the Association entitled to vote upon the business to be transacted at the meeting by depositing in the United States mail, postage prepaid, in an envelope addressed to the latest address of such member as the same appears upon the books of the Association, such notice to be mailed at least ten {10} days before the date of such meeting.

Section 4. Addresses of Members The address of each member appearing upon the records of the Association shall be deemed to be the latest address which has been furnished in writing to the Association by such member.

Section 5. Waiver of Notice Notice of any meeting of members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person, or by proxy, when the instrument of proxy sets forth in reasonable detail the purpose or purposes for which the meeting is called, shall constitute a waiver of notice of such meeting. Each member who has, in the manner provided above, waived notice of a members' meeting, or who personally attends a members' meeting or is represented thereat by a proxy authorized to appear by an instrument of proxy complying with the requirements set forth above, shall be conclusively presumed to have been given due notice of such meeting. When all members shall meet in person, such meeting shall be valid for all purposes and at such meeting any corporate action may be taken.

Section 6. Quorum At any meeting of the members, the holders of a majority of each class of memberships entitled to vote who are present in person or represented by proxy shall constitute a quorum for the transaction of business. If the holders of the number of each class of memberships necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place fixed for such meeting, the holders of a majority of each class of memberships present in person or by proxy may adjourn from time to time, without notice other than announcement at the meeting, until the holders of the number of each class of memberships requisite to constitute a quorum shall attend. At any such adjourned meeting a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7. Voting No membership shall be voted at any time when any assessment with respect to the lot for which such membership is held past due and unpaid. At each meeting of the members, every member shall have the right to one {1} vote for each membership held by her/him which is entitled to be voted at such meeting. Such member shall vote either in person or by proxy appointed in writing and subscribed by such member or his duly authorized attorney-in-fact, or appointed by telegram sent by such member or attorney-in-fact, and delivered to the Secretary of the Association at or before the time of the holding of such meeting. No such proxy shall be valid after eleven {11} months from the date of its execution unless a longer time is expressly provided therein. Memberships held by fiduciaries may be voted by the fiduciary in such manner as the instrument or order appointing such fiduciary may direct. If all persons who are together entitled to one membership do not agree upon the exercise of voting rights, the following provisions shall apply: {1} where a membership is held jointly by three or more persons, such membership shall be voted in accordance with the will of the majority; {2} where such persons or a majority of them cannot agree, or where they are equally divided upon the question of voting such membership, such membership shall, be voted as may be directed by any court of general equity jurisdiction, as such court may deem for the best interests of the membership, upon petition filed by such person or any party in interest.

Section 8. Voting List The Secretary of the Association shall keep at all times a complete and accurate list of the members entitled by the articles of Incorporation to vote at such election, arranged in alphabetical order, with the address and number of the memberships so entitled to vote held by each, which list shall be on file at the principal office of the Association and subject to inspection by any member. Such list may be inspected by any member for any proper purpose at any reasonable time.

Section 9. Member Action by Consent in Lieu of Meeting Any action required or permitted to be taken at any meeting of members may be taken a meeting, if prior to such action a consent in writing setting forth the action to be taken is signed by each class of members entitled to vote and such written consent is filed with the minutes of the proceedings of the members.

ARTICLE IV

Directors

Section 1. Number The present number of Directors of the Association is three {3}. The number of Directors of the Association may be increased or decreased to any number not less than three {3} nor more than fifteen {15} by amendment of this section, which amendment shall state the new number of Directors, but no decrease shall shorten the term of an incumbent Director. Directors shall be members of the Association, with the exception that the original Board of Directors as designated in the Articles of Incorporation need not be members. Directors shall be elected at the annual meeting of

the members or at a special meeting called for that purpose. Subject to termination and removal as permitted by law, each Director elected at an annual meeting shall be elected for the period ending with the next annual meeting and until his successor shall be elected and qualified.

Section 2. Vacancies Any Director may resign his office at any time by delivering his resignation in writing to the Association, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective. Any vacancy occurring in the Board of Directors caused by resignation, death, or other incapacity, or increase in the number of Directors, shall be filled by a majority vote of the remaining members of the Board of Directors until the next annual meeting of the members or, in the discretion of the Board of Directors, such vacancy may be filled by the vote of the members at a special meeting called for that purpose.

Section 3. Removal of Directors A Director may be removed with or cause by the vote of the holders of a majority of the memberships entitled to vote at a special meeting of members called for that purpose.

Section 4. Regular Meetings A regular meeting of the Board of Directors shall be held at the place of and immediately following the annual meeting of the members. Other regular meetings may be held at the principal office of the Association or any other place reasonably convenient for Directors to attend at such times and places as the Board of Directors may fix from time to time.

Section 5. Special Meetings Special meetings of the Board of Directors shall be held at the principal office of the Association or at any other place reasonably convenient for Directors to attend whenever called by the President or the Secretary of the Association or by any two of the members of the Board of Directors. At least 72 hours' notice of such meeting specifying the time, place, and purpose thereof, shall be given to each Director either personally, by written notice deposited in the United States mail, postage prepaid in an envelope addressed to such Director or by telephone or telegram. Notice of the time, place and purpose of the holding of any such special meeting may be waived in writing by any Director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person by any shall constitute a waiver of the notice of such meeting. Whenever all of the Directors shall meet, such meeting shall be valid for all purposes and at such meeting any corporate action may be taken.

Section 6. Quorum and Voting A majority of the actual number of Directors elected and qualified from time to time shall be necessary to constitute a quorum for the transaction of any business {excepting the filling of vacancies, in which case a quorum

shall be a majority of the remaining Directors} and the act of a 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 the Indiana Nonprofit Corporation Act of 1991, the Articles of Incorporation or Other provisions of these By - Laws.

Section 7. Directors' or Committee Action by Consent in Lieu of Meeting Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if prior to such action a written of such committee and such written consent is filed with the minutes of the proceedings of the Board of Directors or committee.

ARTICLE V

Officers

Section 1. Officers The officers of the Association shall consist of a President, a Treasurer, and a Secretary, and if desired by the Board of Directors, one or more Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, all of whom shall be elected by the Board of Directors of the association at the first meeting thereof immediately following the annual meeting of the members; and they shall hold office, subject to the removal as provided by law, until their successors are elected and qualified. One person may hold more than one office, except that the offices of the President and Secretary shall not be held by the same person. The officers shall be chosen from among the Directors of the Association.

Section 2. Removal Any officer of the Association may be removed by the Board of Directors whenever the Board of Directors in its judgment believes that the best interest of the Association will be served by such removal. Such removal will be without prejudice to the contract rights, if any, of the persons removed. Election or appointment of an officer does not itself create any contract right.

Section 3. Compensation Officers shall not be entitled to compensation for their services.

Section 4. Duties The President shall be the chief executive officer of the Association and shall have the powers and perform the duties usually incident to that office. He shall preside at all meetings of the members and of the Board of Directors. He shall submit to the Board of Director at least ten {10} days prior to the annual meeting of the members, an annual report of the operations of the Association during the preceding fiscal year, complete detailed statements of all income and expenditures and a balance sheet showing the financial condition of the Association at the close of the fiscal year.

The President is authorized to sign, on behalf of the Association, contracts and other instruments in writing. The Secretary shall thereupon attest any such document requiring such attestation under the corporate seal of the Association.

{b} Vice President In the absence or inability of the President to act, his duties shall be performed and his powers may be exercised by the Vice President. The Vice President shall perform such other duties as shall be delegated to him by the Board of Directors.

{c} Secretary The Secretary shall keep or cause to be kept a full true and complete record of all of the meetings of the members and of the Board of Directors and shall have charge of the minute book of the Association and of all its other books and documents {except the books of account}. He shall have custody of the corporate seal, and he shall affix the same to and countersign papers requiring such acts, but only upon the order of the Board of Directors or the President, and shall perform such other duties as may be required by the Board of Directors or the President.

{d} Treasurer The Treasurer shall have custody of the funds and other personal property of the Association and shall keep, or cause to be kept, correct and accurate books of account and shall also deposit, or see to the deposit of the funds of the Association in a depository to be approved by the Board of Directors. He shall keep full and accurate account of all assets, liabilities, commitments, receipts, disbursements and other financial transactions of the Association in books belonging to the Association; shall {if directed by the Board of Directors} cause regular audits of such books and records to be made; shall see that all expenditures are made in accordance with procedures duly established, from time to time, by the Association; Shall render financial statements at all regular meetings of the Board of Directors, and a full financial report at the annual meeting of members, if called upon to do so; and, shall perform such other duties as may, from time to time, be delegated to him by the Board of Directors or the President.

{e} Assistant Secretary An Assistant Secretary shall assist the Secretary of the Association and shall perform such other duties as are delegated to him by the Board of Directors.

{f} Assistant Treasurers An Assistant Treasurer shall assist the Treasurer of the Association and shall perform such other duties as are delegated to him by the Board of Directors.

ARTICLE VI

Assessments

Section 1. After the close of each calendar year and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished to each member a financial statement prepared by a public accounting firm then serving the Association, statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year.

Section 2. Commencing January 1, 1988, there shall be an annual assessment against each lot in the amount of Twenty-Five Dollars {\$25.00}. From and after January, 1988, the Board of Directors shall fix the annual assessment at the annual meeting of the Association, which shall be held no later than October 31 of each year. The Board of Directors shall prepare a proposed annual budget for the ensuing calendar year estimating the total amount of expenses to be incurred by the Association and shall furnish a copy of such proposed budget, together with a notice of the ensuing year's annual membership assessment, to each member no later than November 15 of the year prior to the year for which the budget is applicable.

Section 3. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable, upon receipt, prior to November 30th, of such year of a written Petition For Assessment review bearing the signatures of at least twenty {20% } percent of the memberships of the Association. The President or Secretary of Association shall give at least fifteen {15} days written notice of such meeting to all members. Any change adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds {2/3} of the memberships of the Association who are voting in person or by proxy at the meeting of members called for that purpose. At any such meeting, a quorum not less than 50% of all memberships shall h required.

Section 4. The assessments levied by these provisions shall be used by the Association to perform it as set forth in Article II of the Articles of Incorporation and the restrictive covenants for Arrow Haven.

Section 5. Each member shall be personally liable for the payment of all assessments. Where the membership constitutes more than one person, the liability of such persons shall be joint and several.

{a} If any member shall fail or refuse to make any such payment of an assessment when due, the amount thereof shall constitute a lien upon the lot of the member, and upon the recording of notice thereof by the Association, such lien shall be an encumbrance upon such member's lot prior to all other liens and encumbrances recorded or unrecorded, excepting only: {i} taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such member prior to pre existing recorded encumbrances thereon; and {ii} encumbrances on the interest of such member recorded prior to the date such notice is recorded, which by law would be a lien of any first mortgage owed by a member to a financial institution..

{b} The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other members, and may be foreclosed by an action brought

in the name of the Association in a like manner as a mortgage upon real property. The Association, acting on behalf of the members, shall have the power to bid on the interest so foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same; and to subrogate so much of its right to such lien as may be necessary to satisfy any insurance company which will continue to give total coverage in spite of nonpayment of such defaulting member's portion of the premium.

{ c } Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

{ d } The Board of Directors shall further have the power to suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

{ e } Any payment for assessments not made when due shall bear interest at the rate of eight percent { 8% } per annum from the date the same shall become due until the date the same is paid. It shall further be the obligation of any party who shall fail to pay any assessment or assessments when due to reimburse the Association for all expenses incurred as a result of, with respect to, arising out of or occasioned by such failure to pay, including but not limited to all expenses incurred by the Association in the collection of the same, all costs of overhead, accounting expenses, legal costs and reasonable attorney's fees.

{ f } In the event any person shall acquire or be entitled to the issuance of a tax deed, trustee's deed, sheriff's deed, commissioner's deed, etc., the interest so acquired shall be subject to all the provisions of these By-Laws.

ARTICLE VII

Improvement of Lots

Each member of the Association by purchase of a lot in Arrow Haven agrees that no dwelling, building, fence, wall, gazebo or other structure shall be constructed, placed or altered upon any lot until the plans and specifications and exterior design therefore have been approved by the Architectural Control Committee as set forth in the restrictive covenants for the subdivision.

The Architectural Control Committee shall be composed of three { 3 } members. The first Architectural Control Committee shall be designated in the Restrictive Covenants of the Association. The Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The Architectural Control Committee shall have primary jurisdiction as to approval of the construction, placing or altering of any dwelling, fence, building, wall, gazebo or other structure on any lot. Only in the event the Architectural Control Committee ceases to exist or cannot act, the Board of Directors of the Community Association shall carry out the duties and be vested with the authority of the Architectural Control Committee.

Notwithstanding the foregoing, upon occupancy of all of the lots of the subdivision, the right to designate the membership of the Architectural Control Committee shall be relinquished by the Architectural Control Committee to the Board of Directors of the Community Association shall have the right to designate the membership of the Architectural Control Committee as of the date of the next succeeding annual meeting of the Association.

ARTICLE VIII

Common Area

Section 1. Certain areas have been designated in the recorded plats of Arrow Haven as Common Area. Initially, the Common Area is to be developed and improved by the Developer. The Common Area may be used by any member of the Association and by his family members. The manner of using the Common Area shall be more fully outlined in specific rules and regulations to be adopted by the Association.

Section 2. The Developer shall convey title to the Common Area to the Association as designated in the Restricted Covenants of the Association. The Association shall have the responsibility for maintenance of the Common Area.

Section 3. No motorcycles, motor bikes, mopeds, motor scooters, snowmobiles or other motorized vehicles of any sort shall be permitted in the Common Area. There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area {except in areas designated for such purposes} without the prior consent of the Association. No waste shall be permitted in the Common Area. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed in any part of the Common Area. The Common Area shall be kept free and clear of rubbish debris, and other unsightly materials which are not in receptacles provided for such purpose.

ARTICLE IX

Funds

Section 1. Depository The funds of the Association shall be deposited in a depository or depositories to be selected by the Board of Directors.

Section 2. Withdrawal of Funds The funds of the Association may be withdrawn and disbursed by such officers as may be designated by the Board of Directors.

ARTICLE X

Amendment

These By-Laws may be amended by the Board of Directors, by the affirmative votes of a majority of the whole Board of Directors, at any regular or special meeting notice of which contains the proposed amendment or a digest thereof, or at any meeting, regular or special, at all Directors are present, with the exception that the provisions of Articles VI and VII may only be amended by an affirmative vote of sixty-five percent { 65% } of the members of the Association at a special meeting of the Association called for that purpose.

7/28/1997

ARROW HAVEN COMMUNITY ASSOCIATION, INC
AMENDMENTS TO BY-LAWS AND RESTRICTIVE COVENANTS
BY-LAWS

The following constitute proposed amendments to the stated provisions of the By-Laws, and are intended to replace the existing text of the stated provisions:

Article VI Section 5 (e): Any payment for assessments not made when due shall bear interest at the rate of eight percent (8%) per annum from the date the same shall become due until the date the same is paid. It shall further be the obligation of any party who shall fail to pay any assessment or assessments when due to reimburse the Association for all expenses incurred as a result of, with respect to, arising out of, or occasioned by such failure to pay, including but not limited to all expenses incurred by the Association in the collection of the same, all costs of overhead, accounting expenses, legal costs and reasonable attorneys' fees.

Article VII: Each member of the Association, by purchase of a lot in Arrow Haven agrees that no dwelling, building, fence, wall, gazebo or other structure shall be constructed, placed or altered upon any lot until the plans and specifications and exterior design therefore have been approved by the Architectural Control Committee as set forth in the restrictive covenants for the subdivision.

The Architectural Control Committee shall be composed of three (3) members. The first Architectural Control Committee shall be designated in the Restrictive Covenants of the Association. The Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The Architectural Control Committee shall have primary jurisdiction as to approval of the construction, placing or altering of any dwelling, fence, building, wall, gazebo or other structure on any lot. Only in the event the Architectural Control Committee ceases to exist or cannot act, the Board of Directors of the Community Association shall carry out the duties and be vested with the authority of the Architectural Control Committee.

Notwithstanding the foregoing, upon occupancy of all of the lots of the subdivision, the right to designate the membership of the Architectural Control Committee shall be relinquished by the Architectural Control Committee to the Board of Directors of the Community Association which shall have the right to designate the membership of the Architectural Committee as of the date of the next succeeding annual meeting of the Association.

RESTRICTIVE COVENANTS

The following constitute proposed amendments to the stated provisions of the Restrictive Covenants, and are intended to replace the existing text of the stated provisions:

Section 11: Structures and Restrictions The following may not be located on any lot, nor can they be used as a temporary or permanent dwelling or residence: a structure of a temporary character; trailer; boat; tent; garage; barn; unattached tool shed; outbuilding; mobile home; resident and/or an occupied, uncompleted dwelling. Recreational vehicles may not be located on any lot except to the extent permitted by rules of the Community Association This restriction shall not preclude the Developer from maintaining a temporary construction trailer. This restriction shall not preclude the construction or installation of a gazebo that is attached and incorporated into a deck or the residential structure in a manner, design and of a quality reasonably determined by the Architectural Control Committee, in its sole discretion, to be harmonious with the structural design and quality of the residential structure and Arrow Haven, if the member has obtained the prior written approval for the gazebo from the Architectural Control Committee pursuant to Section 14 of these Restrictive Covenants and the Association's By-Laws.

Section 14: Approval of Improvements by Architectural Control Committee In order to maintain harmonious structural design and lot grades, no dwelling, building, structure, gazebo or other improvements (collectively, the "improvements") shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and grade elevations, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members to be designated by the Developer initially. The Developer shall have the right, at such time as it may elect, to relinquish its right to designate the members of the Architectural Control Committee to the Association. Two sets of plans of each improvement, with detailed side and rear elevations and floor plans showing square footage and grade elevations shall be submitted to the Architectural Control Committee at the Developer's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within thirty (30) days' after all necessary instruments, documents and other information have been submitted, then approval to the request as submitted shall be deemed to have been given. The Improvements as shown upon said plans shall be substantially completed before any building shall be used or occupied as a dwelling. All Improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at owner's expense. The provisions, provided in the Restrictive Covenants or the Association's By-Laws for violation or attempted violation of any of these covenants and

restrictions shall be applicable hereto and the Association shall be entitled to recover any costs or expenses of enforcing the Restrictive Covenants or By-Laws, including but not limited to, legal costs and reasonable attorneys' fees. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the New Haven Zoning Ordinance. Further, before any dwelling within the Addition shall be used and occupied, the Developer shall have installed all Improvements serving the lot whereon said dwelling is situated, as set forth in Developer's plans filed with the New Haven Plan Commission.

Section 19: Assessments Developer, for each lot owned by it within the Addition, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

- a. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purposes of promoting the architectural character and harmonious design of Arrow Haven, as well as for promoting the recreation, health, safety and welfare of residents of the Addition and in particular, by way of example but not of limitation, for the enforcement of the Restrictive Covenants or the Association's By-Laws or for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

The Maintenance Fund Assessments as herein provided shall commence to accrue and become a lien upon any said lots as soon as title thereto has been divested from Developer, or when a dwelling shall be erected thereon, whichever shall first occur, and shall be payable on the first day of January of each year thereafter. All assessment shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such assessments.

The amount of said Maintenance Fund Assessment is established as follows:

- (i) The annual assessment for each calendar year starting January 1, 1988, shall be Twenty-five Dollars (\$25.00) per assessable membership, unless raised or lowered in accordance with (iii) or (iv).
- (ii) For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board

of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.

(iii) The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable, upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(iv) Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all membership shall be required.

b. Collection. Such Maintenance Fund assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection including, but not limited to, legal expenses and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who were the owner of such property at the time when the assessment fell due. The obligation of the assessment is upon the owner of the property and is not transferred, even though the owner may have transferred the membership and voting rights in the Community Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action including, but not limited to, legal expenses and reasonable attorneys' fees. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the property, taxes and assessments for public Improvements.

Section 27: Enforcement, Attorneys' Fees and Expenses The Association, Developer, the New Haven Plan Commission, or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of the restrictive Covenants or By-Laws and as the prevailing party in any such lawsuit shall be entitled to collect any and all costs and expenses incurred in pursuing such enforcement, including but not limited to, legal costs and reasonable attorneys' fees in addition to any other legal relief granted.

Section 28. No Waiver The failure of the Association, Developer or any Owner to enforce any covenant contained herein or right arising from any covenant contained herein, or contained in the Association's By-Laws, shall not constitute a waiver of that right or covenant. No waiver of any right or covenant shall operate as a subsequent waiver of any other rights or covenants.