

BYLAWS
for
APPLE RIDGE HOMEOWNERS ASSOCIATION, INC.

Article I
PLAN OF LOT OWNERSHIP

- 1.1 **Lot Ownership.** The property located in the Village of Egg Harbor, County of Door, State of Wisconsin (herein the "Property") and legally described as Doneff Addition to the Village of Egg Harbor - Phase I (hereinafter referred to as "Subdivision"), and is governed by the Apple Ridge Homeowners Association, Inc. has been recorded as a Subdivision pursuant to Wisconsin Statutes.
- 1.2 **Applicability of Bylaws and Definitions.** These Bylaws are adopted as the Bylaws of Apple Ridge Homeowners Association, Inc. (the "Association"), a Wisconsin non-stock corporation, to serve as an Association of Lot Owners. The provisions of these Bylaws are applicable to the property and to the use thereof.
- 1.3 **Office and Mailing Address.** The office and mailing address of the Association and of the Board of Directors of the Association (herein the "Board") shall be located at 4563 CTH-E, Egg Harbor, Wisconsin, 54209.

Article II
BOARD OF DIRECTORS

- 2.1 **Number and Qualification.** The affairs of the Association and of the real estate contained in the aforementioned Subdivision shall be governed by the Board. Until election of a new Board by the Lot Owners as provided herein, the Board shall consist of three (3) persons designated by Eames Farm Associates, LLC (the "Developer"), or as shall have been elected by the Association pursuant to these Bylaws. Thereafter, the Board shall be composed of five (5) persons, all of whom shall be Owners of Lots and members of the Association. The election of the new Board of Directors shall take place upon conveyance by the Developer of fifteen (15) lots or by May 1, 2006, whichever occurs first. The initial directors are Robert A. Doneff, George Bisbee and Larry Lutzow.
- 2.2 **Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and of the property, except such powers and duties as by law or contained in the Apple Ridge Homeowners Association, Inc. Conditions, Standards and Procedures or these Bylaws may not be delegated to the Board by the Lot Owners or have been specifically reserved by or to the Lot Owners. The Board shall have full powers and authority necessary for the complete enforcement and administration of the property, the Subdivision Documents, these Bylaws and the rules and regulations adopted hereunder, including but not limited to the following:
- (a) To administer the affairs of the Association pursuant to the terms of this document, and to administer the affairs of the shared outlots and easements for trails within the Subdivision.
 - (b) To elect from among its members a President, Vice President, Treasurer and Secretary of the Board at the first meeting of the Board of Directors appointed by Eames Farm Associates, LLC and the annual meeting of the Association;
 - (c) To formulate policies and adopt rules and regulations governing the administration, management, operation and use of all subdivision property.
 - (d) To provide for the designation, hiring and removal of employees and other personnel necessary to administer the affairs of Apple Ridge Homeowners Association;
 - (e) To engage the services of a Property Manager, if necessary, who shall manage the Association and operate the Property, upon such terms and for such compensation and with such authority as the Board of Directors may determine and approve;

- (f) To provide for the maintenance, repair and replacement of the of all Association property, including the Association's share of expenses for maintenance of the swimming pool at Harbor Vista at Eames Farm Condominium and payment therefor;
- (g) To acquire or provide any capital additions and/or improvements to the Association property located in the Subdivision, only after capital additions or improvements and related items are approved by the affirmative vote of no less than seventy-five percent (75%) of the members of the Board of Directors. The cost of any capital additions or improvements shall be paid for out of the Association's assets.
- (h) To prepare an annual budget for the Association and submit said budget to the Association and to provide for the assessment and collection of the Subdivision assessments from each Lot Owner in proportion to their percentage interests as well as any other factors contained in paragraph herein;
- (i) To keep books and records with respect to all monies collected and expended;
- (j) To borrow funds for a term not exceeding one (1) year, but for such Association purposes and only for such terms as are approved by the majority vote of the members of the Association;
- (k) To establish committees to study and advise the Board of Directors of the Association on Association matters per the request of the Board of Directors;
- (l) To exercise all other powers and duties necessary or convenient to fulfill its purposes and responsibilities hereunder;
- (m) To consult with the Lot Owners of the Association from which and on behalf of which each such member is elected on all matters related to such Association, to communicate such concerns to the other members of the Board of Directors; and to keep all Lot Owners informed as to the actions of the Board as such actions relate to those Lot Owners.
- (n) To maintain, repair and replace all of the water wells, pumps and water lines that provide water to all lots within the Subdivision. The Association shall also maintain the wells so the water pumped is fit for human consumption.

2.3 **Election and Term of Office.** Upon the sale of the 15th Lot or May 1, 2006, whichever occurs first, the first annual meeting of the Lot Owners, the term of office of the Board shall be fixed as follows: the term of one (1) member shall be fixed at one (1) year, the term of two (2) members shall be fixed at two (2) years, and the term of two (2) members shall be fixed at three (3) years. At the expiration of the initial term of office of each member of the Board, his/her successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors have been elected by the Lot Owners.

2.4 **Removal of Members of the Board.** At any regular or special meeting of Lot Owners any one (1) or more of the members of the Board of Directors may be removed with or without cause by majority of the authorized votes of all Lot Owners and his/her successor may thereafter be elected to fulfill the vacancy that is created. Any member of the Board of Directors whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting.

2.5 **Vacancies.** Vacancies on the Board caused by any reason other than the removal of a member thereof by a vote of the Lot Owners, shall be filled by a vote of a majority of the remaining board members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacating member and until a successor is elected at the next annual meeting of the Lot Owners.

- 2.6 **Organizational Meeting.** The first meeting of the members of the Board of Directors shall be held within twenty (20) days following creation of the Association, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing a majority of the whole Board shall be present.
- 2.7 **Regular Meetings.** Regular meetings of the Board shall be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or electronic transmission, at least 7 days prior to the time of such meeting.
- 2.8 **Special Meetings.** Special Meetings of the Board may be called by the President on 48-hours notice to each member of the Board, given by mail or electronic transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) member of the Board. Special meetings may also be held by telephone conference call.
- 2.9 **Waiver of Notice.** Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place of the meeting. If all of the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 2.10 **Quorum of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Director present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 2.11 **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Lot Owners for any mistake of judgment, failure to adhere to the provisions of the Subdivision Documents or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Lot Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Subdivision Documents. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the Lot Owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared by all of the Lot Owners in accordance with their undivided percentage interests in common elements, and the liability of any single Lot Owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.
- 2.12 **Informal Action.** Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

Article III LOT OWNERS

- 3.1 **Annual Meetings**
- (a) Until the first annual meeting of the Lot Owners as above described, until the Developer designates otherwise, or until the Lot Owners elect a member of the Board of Directors pursuant to Section

2.3 prior to the first annual meeting of the Lot Owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

- 3.2 **Place of Meeting.** Any meetings of the Lot Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Board of Directors.
- 3.3 **Special Meetings.** It shall be the duty of the President to call a special meeting of the Lot Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Lot Owners having 25% of the total authorized votes of all Lot Owners. The notice of any special meeting shall state the time, place and purpose of the meeting. **No business shall be transacted at a special meeting except as stated in the notice.**
- 3.4 **Notice of Meetings.** The Secretary shall mail to each Lot Owner of record or cause to be delivered to each Lot Owner a notice of each annual or special meeting of the Lot Owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his or her Lot or at such other address as such Lot Owner shall have designated by notice in writing to the Secretary.
- 3.5 **Adjournment of Meetings.** Any meeting of Lot Owners at which a quorum has or has not attended may be adjourned at the option of the Lot Owners by vote of a majority of the authorized votes of the Lot Owners who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the Lot Owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.
- 3.6 **Voting.** There shall be one vote in the Association appurtenant to each Lot, however, the Developer shall have three votes for each Lot owned by the Developer.
- 3.7 **Majority of Lot Owners.** As used in these Bylaws, the term "majority of Lot Owners" shall mean those Lot Owners having more than 50% of the authorized votes of all Lot Owners present in person or by proxy and voting at any meeting of the Lot Owners, determined in accordance with the provisions of this section.
- 3.8 **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of Lot Owners having 33⅓% of the total authorized votes of all Lot Owners shall constitute a quorum at all meetings of the Lot Owners.
- 3.9 **Majority Vote.** The vote of a majority of Lot Owners at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required by law, by the Subdivision Documents or by these Bylaws.
- 3.10 **Action by Unanimous Consent.** Any action required to be taken, or which may be taken at a meeting of Lot Owners, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Lot Owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a Lot. All such consent action shall have the same force and effect as a unanimous vote.
- 3.11 **Membership**
- (a) All Lot Owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a Lot merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) Initial members in the Association shall be established by the recording of the Subdivision documents in the office of the Register of Deeds for Door County, Wisconsin. Transfer of membership in the Association shall be established by recording in the office of the Register of Deeds for Door County of a deed or other instrument establishing a change of record title to a Lot or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Lot Owners. The Association shall maintain a current roster of names and addresses of every Lot Owner to whom notice of meetings of the Association must be sent.

3.12 **Developer Control.** Developer shall have the right to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Subdivision documents or through the Association or its officers until the earlier of: (a) five (5) years after the first sale of a lot in the Subdivision by Developer; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Area percentage interest to purchasers by Developer; or (c) until such earlier time as may be determined by Developer. The percentage in (b) above shall be calculated with the assumption that all lots platted are included. Each owner of a lot in the Subdivision shall be deemed by acceptance of any deed to any lot to agree, approve and consent to the right of Developer to control the Association.

Article IV OFFICERS

4.1 **Designation.** The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. All officers must be members of the Board of Directors. The Vice President and Secretary may be the same person.

4.2 **Election of Officers.** Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

4.3 **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

4.4 **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Lot Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the Lot Owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Association.

4.5 **Vice President.** The Vice President shall assist the President in the discharge of his/her duties as the President may direct and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these by-laws, the Vice-President may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and he/she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

- 4.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Lot Owners and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.
- 4.7 **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties incident to the office of the Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.
- 4.8 **Agreements, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person(s) as may be designated by the Board of Directors.
- 4.9 **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such.

Article V OPERATION OF THE PROPERTY

5.1 **Determination of Common Expenses**

- (a) The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year, and allocate and assess such common expenses against the Lot Owners as described in the Apple Ridge Homeowners Association, Inc. Conditions, Standards and Procedures. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable in quarterly installments. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of these Bylaws. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including without limitation an amount for working capital, a reserve for contingencies, and for making up any deficit in the common expenses for the prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all Lot Owners, of any Lot which is to be sold at a foreclosure or other judicial sale.
- (b) The common expenses referred to in this Article shall include the common expenses for the common areas known as Outlots 1, 2, 3, and 4 and any walking, hiking, bicycle or ski trail contained in the Subdivision, maintenance of water wells and shared swimming pool with Harbor Vista at Eames Farm Condominium.
- (c) The Board shall, through the Association, advise each Lot Owner in writing of the amount of common expenses payable by the lot owner, and shall furnish copies to all Lot Owners of each budget on which the common expenses are based. If the actual expenses of the Association exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more Lots, the Board shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the Lots, which shall be payable as the Board of Directors may direct.
- (d) A working capital fund shall be established for the initial operation of the Property equal to One Hundred Dollars (\$100) per Lot for common expenses. The payment towards this fund allocable

to each Lot shall be made by each Lot Owner upon the closing of the purchase of each Lot from Developer.

- 5.2 **Insurance.** Insurance for the Association shall be obtained and purchased by the Association as set forth in the Subdivision Documents, and the cost of such insurance shall be assessed to each Lot Owner by the Association.
- 5.3 **Payment of Common Expenses.** All Lot Owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of this Article at such time(s) and in such manner as the Board shall determine, but said common expenses shall be collected through the Apple Ridge Homeowners Association.
- 5.4 **Collection of Assessments.** The Board of Directors shall take prompt action through the Apple Ridge Homeowners Association to collect from a Lot Owner any assessment due which remains unpaid by him/her for more than 30 days from the due date for its payment.
- 5.5 **Default of Payment of Common Expenses.** In the event of default of any Lot Owner in paying to the Board through the Apple Ridge Homeowners Association the assessed common expenses, such Lot Owner shall be obligated to pay interest at the highest annual rate permitted by law or at 18% per annum, whichever is less, on such common expenses from the due date thereof, together with all expenses, including actual attorney fees, incurred by the Board in any proceeding brought to collect such unpaid common expenses. The Board shall have the right through the Association and the duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including actual attorney fees, costs and expenses, in any such action brought against the Lot Owners, or by foreclosure of the lien on such Lot as permitted by Section 703.16 of the Act. The Board shall also have the right to prohibit such Lot Owner from voting at a meeting of the Association if the Association has recorded a statement of Association lien on such Lot and the amount necessary to release the lien has not been paid at the time of the meeting.
- 5.6 **Statement of Common Expenses.** The Board of Directors shall promptly provide any Lot Owner who makes a request in writing with a written statement of his/her unpaid common expenses.
- 5.7 **Use of Property.** In order to provide for congenial occupancy of the property and for the protection of the values of the Lots, the use of the Property shall be subject to the following limitations:
- (a) See Restrictive Covenants for all lots located in the Doneff Addition to the Village of Egg Harbor - Phase I.
 - (i) Initial annual dues are set at \$50.00 for Lots 7-29. Upon purchase, Buyer shall pay \$100.00 Association start-up fee.
 - (ii) When a swimming pool is constructed at Harbor Vista at Eames Farm, a special pool fee is the total cost of operating pool divided by total of condominiums sold plus Subdivision lots "built on". "Built on" means granting an occupancy permit for the house by Village of Egg Harbor. This fee is payable for occupancy permits issued January 1st through July 31st of a given year or any previous year. Any lot owner may opt to utilize the pool prior to construction and/or occupancy of a home by notifying Board and paying annual fee. No Association member can opt out of the swimming pool expense. Lots 1-6 are not entitled to pool use, but the owners thereof may purchase the right of pool use with payment of \$3,000.00 to Developer, plus annual fee for expenses as outlined herein.
 - (iii) When roads are paved by Developer and accepted by Village of Egg Harbor, they will be maintained and cleared of snow by the Village. Until such time, the Association shall be responsible for snow removal.

- 5.8 **Rules of Conduct.** Rules and regulations concerning the Subdivision and the Common Areas may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Lot Owner prior to their effective date. The initial rules and regulations shall be issued by the Developer and included in the Association documents.

Article VI SALE OF LOTS

- 6.1 **Sales.** Lot Owners may sell their Lots, provided that the provisions of this Article are complied with.

A Lot Owner's sale of their Lot shall include the sale of (a) the undivided percentage interest in the Common Areas appurtenant thereto; and (b) the interest of such Lot Owner in any other assets of the Association (hereinafter collectively called the "appurtenant interest").

- 6.2 **No Severance of Ownership.** No Lot Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to their Lot without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest(s) so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Lot may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Lot to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all Lots.

- 6.3 **Payment of Assessments.** No Lot Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease their Lot unless and until they shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his Lot.

Article VII RECORDS

- 7.1 **Records and Reports.** The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each Lot which, among other things, shall contain the amount of each assessment of common expenses against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Lot Owners at least annually. All records shall be available to the Lot Owners.

Article VIII MISCELLANEOUS

- 8.1 **Notices.** All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Lot Owner shall be mailed to his Lot or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Lots shall be mailed to their respective addresses, as designated by the Lot Owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the Lot Owners or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these Bylaws.
- 8.2 **Invalidity.** The invalidity of any section or part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

- 8.3 **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.
- 8.4 **Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
- 8.5 **Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Article IX
AMENDMENTS TO BYLAWS**

- 9.1 **Amendments to Bylaws.** These Bylaws may be modified or amended by vote of at least 67% of the authorized votes of all Lot Owners, such vote to be taken at a meeting of Lot Owners duly held for such purpose.

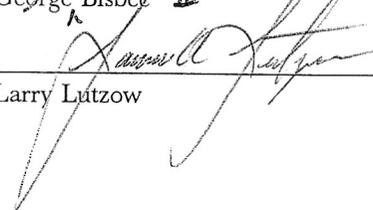
These Bylaws accepted by the initial Board of Directors this 20 day of September, 2001.



Robert A. Doneff



George Bisbet II



Larry Lutzow

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