

**RESOLUTION
OF
MORE'S CORNER HOMEOWNERS ASSOCIATION, INC.**

RESOLVED, that the Bylaws of More's Corner Homeowners Association, Inc. are hereby amended by that certain First Amendment to Bylaws, prepared for the Association by its counsel and approved by the Board of Directors, a copy of which is attached hereto as Exhibit A, and the Secretary of the Association is instructed to identify a copy thereof as having been approved and file such copy in the Association's Minute Book.

EXHIBIT A

**FIRST AMENDMENT TO BYLAWS OF
MORE'S CORNER HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to Bylaws of More's Corner Homeowners Association, Inc. ("Amendment") is adopted by the Association as of this _____ day of _____, 2004.

WHEREAS, the Association desires to clarify the rights of Lot Owners in the Association, as more fully set forth therein.

NOW THEREFORE, the Bylaws are amended as follows:

1. Amendment to Section 1.2. Section 1.2 of the Bylaws is hereby amended and restated in its entirety as follows:

Assent. All present or future Owners, Occupants, or any other persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any of the Townhomes or Lots in the Project or the mere act of occupancy of any Townhomes or Lots shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

2. Amendment to Section 2.1. Section 2.1 of the Bylaws is hereby amended and restated in its entirety as follows:

Membership. Ownership of a Townhome or Lot is required in order to qualify for membership in the Association.

3. Amendment to Section 2.2. Section 2.2 of the Bylaws is hereby amended and restated in its entirety as follows:

Responsibilities of Owners. Any person or entity, including Declarant, on becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Townhome or Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Townhome or Lot and membership in the Association and the covenants and obligations incident thereto.

4. **Amendment to Section 2.3.** Section 2.3 of the Bylaws is hereby amended and restated in its entirety as follows:

Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Townhome or Lot designated on the card shall terminate.

5. **Amendment of Section 2.4.** Section 2.4 of the Bylaws is hereby amended and restated in its entirety as follows:

Voting Rights. Each Townhome shall be allocated one (1) vote in the affairs of the Association. Each Lot shall be allocated two (2) votes in the affairs of the Association. For each Townhome submitted to the Private Residence, the one (1) vote in the affairs of the Association allocated to each Club Unit shall be apportioned among the Club Interest Owner(s) of such Club Unit in accordance with Article 18 of the Declaration (each Club Interest Owner shall be entitled to a proportionate vote, the size of which vote shall be based upon each Club Interest Owner's undivided interest as tenant-in-common in the Club Unit). The Club Members shall constitute a separate Class of Members in the Association for purposes of voting on all issues affecting the administration and management of the Club, as more specifically set forth in Article 18 of the Declaration. The Association shall not have a vote with respect to any Townhome or Lot which may be owned by it. Declarant shall be entitled to vote with respect to any Townhome or Lot owned by it.

6. **Amendment of Section 3.4.** Section 3.4 of the Bylaws is hereby amended and restated in its entirety as follows:

Notice of Meetings. Written notice given in accordance with the Declaration and stating the place, day, and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered and effective not less than fourteen (14) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the persons calling the meeting as provided under these Bylaws, to the registered address for notice (as provided in the Declaration) of each Townhome or Lot entitled to be represented by a vote at such meeting. No action shall be adopted at a special meeting except as stated in the notice.

7. **Amendment of Section 3.7.** Section 3.7 of the Bylaws is hereby amended and restated in its entirety as follows:

Proxies. Votes allocated to a Townhome or Lot may be cast pursuant to a proxy duly executed by an Owner. If a Townhome or Lot is owned by more than one Person, each Owner of the Townhome or Lot may vote or register protest to the casting of votes by the other Owners of the Townhome or Lot through a duly

executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Townhome or Lot the opportunity to cast the vote allocated to such Townhome or Lot in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names of the Owners who expect to be in attendance in person at the meeting to whom the proxy is given for the purpose of casting the vote to reflect the absent Owner's vote as specified in the form of proxy.

8. **Amendment of Section 3.8.** Section 3.8 of the Bylaws is hereby amended and restated in its entirety as follows:

Designation of Voting Representative--Proxy. If title to a Townhome or Lot is held by more than one (1) individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person or alternate persons to represent the Owners of the Townhome or Lot. Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Owners as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures described in these Bylaws. Notwithstanding the foregoing, if only one (1) of the multiple Owners of a Townhome or Lot is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Townhome or Lot. If more than one (1) of the multiple Owners are present, in person or by proxy, and there is no written designation of an authorized representative, the vote allocated to that Townhome or Lot may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one (1) of the multiple Owners cast the vote allocated to that Townhome or Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Townhome or Lot. If such protest is made, the vote allocated to the Townhome or Lot may only be cast by written instrument executed by all Owners who are present at the meeting.

9. **Amendment of Section 4.9.** Section 4.9 of the Bylaws, regarding "Powers and Duties," is hereby amended such that subsection (d) shall read as follows:

(d) **Powers and Duties.** Suspend the voting interests allocated to a Townhome or Lot, and the right of an Owner to cast such votes, or by proxy the votes of another, during any period in which such Owner is in

default in the payment of any Assessment, or, after notice and a hearing, during any time in which an Owner is in violation of any other provision of the Governing Documents;

10. **Amendment of Section 5.10.** Section 5.10 of the Bylaws is hereby amended and restated in its entirety as follows:

Statement of Unpaid Assessments. The treasurer, assistant treasurer, a Management Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of CIOA. The amount of any fee for preparing such statements of unpaid assessments and the time of payment shall be established by resolution of the Board of Directors. Any unpaid fees may be assessed as an Assessment against the Townhome, Lot, or Club Interest for which the certificate or statement is furnished.

11. **Amendment to Section 9.3.** Section 9.3 of the Bylaws, regarding "Records," is hereby amended such that subsection (a) shall read as follows:

- (a) An account for each Townhome or Lot, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Townhome or Lot, the amount of each Common Expense Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;

12. **Amendment to Article 12.** Article 12 of the Bylaws is hereby amended and restated in its entirety as follows:

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Townhomes or Lots and Common Elements by Owners and Occupants. Such Rules and Regulations may include a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the

extent not in conflict with the provisions of the Declaration, the articles of incorporation of the Association and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all his or her ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of his or her Townhome or Lots. Each person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

13. **General.** In the event of any conflict or inconsistency between the provisions of the Bylaws and this Amendment, the provisions of this Amendment shall control. A reference to the Bylaws in any document or instrument shall be deemed to include this Amendment without any further or specific reference hereto.