

**BY-LAWS OF
COPPER CREEK HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

Registered Office

Copper Creek Homeowners' Association, Inc., an Arkansas nonprofit corporation (the "Association"), shall have at all times within the State of Arkansas a registered office and a registered agent. The Association may have other offices within the State of Arkansas as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE II

Operations and Governance in compliance with the Arkansas Nonprofit Corporate Act of 1993 and subsequent amendments to said Act

2.1 Adoption by Reference. The provisions of the Arkansas Nonprofit Corporate Act of 1993 and subsequent amendments to said Act shall be the guidelines controlling the actions of the Board of Directors and the Members of Copper Creek Homeowners' Association, Inc.

ARTICLE III

Association Membership

3.1 Membership Eligibility. Only entities holding legal title to a Lot within Copper Creek Subdivision to the City of Fayetteville, Arkansas shall be members of the Association.

3.2. Succession. The membership of each lot owner in the Association shall automatically terminate when said lot owner ceases to hold legal title to a lot as a result of a conveyance, transfer or other disposition of the legal title to said lot. Upon a conveyance or transfer of legal title to another entity, the entity acquiring legal title of said lot shall automatically become a member of the Association. By accepting legal title to said lot, an entity shall accept and assume the obligations and responsibilities of and shall receive the privileges and benefits of membership in the Association.

ARTICLE IV.

Meetings

4.1. Methods and Means of Conducting Business of the Association.

- a. Any meetings of the Association whether the Membership, Board of Directors, or Committees and Task Forces created by the Members or the Board of Directors may be conducted in person, by any electronic or digital means of communications, or by mail, including mail via use of any and all electronic means available to the Association.
- b. Any meeting of the Association's Members, Board of Directors, or any Committees and Task Forces may be by Consent with the voting by any electronic or digital means or by mail, including mail via use of any and all electronic means available to the Association.

4.2. Annual Meeting of the Members. The Annual Meeting of the members shall be held during the first quarter of the calendar year.

Along with other business specifically addressed in the Notice of the Meeting of the Annual Meeting of the Members, some of the specific purpose of the Annual Meeting of the Members is to elect members to the Board of Directors; presentation of the End of Year Financial Report for the previous calendar year, and Report on the State of Affairs of the Association which report may include the anticipated budget for the year and any anticipated long term projects.

4.3. Periodic Meetings of the Members. The Board of Directors may schedule periodic meetings of the Members of the Association.

4.4. Special on Meetings. Special meetings of the members of the Association may be called by the President of the Board of Directors, by a majority of the directors, or by five percent (5%) of the members of the Association. The procedure for establishing the Record Date for those members eligible to vote and the calling of the Special Meeting shall be as established by the Arkansas Nonprofit Corporate Act of 1993 Section 4-33-702 and any amendments thereto

4.5. Locations of all Meetings of the Members of the Association. All Meetings of the Members of the Copper Creek Homeowners' Associations, Inc. shall be at a location in Washington County Arkansas and at a time selected by the Board of Directors of the Association.

4.6. Notice

- a. Delivery of Notice. Notice may be given by any means deemed to be in a fair and reasonable manner, which includes Notice by mail, electronic or digital, by any electronic or digital means, and/or by posting on the Association's designated official website. Notice shall be delivered by any means directed by or at the direction of the Secretary of the Association.
- b. Notice by mail or personal delivery:
Notice may be delivered either personally or by mail to Member at the physical or mailing address given to the Board by said Member for such purpose. If a Member has not provided the Board with a physical or mailing address then the Notice, if delivered in person or by mail, shall be addressed to the physical address of the lot of which the Member is the legal title holder.
- c. Notice by electronic means, including posting on the Association's website: Notice by any electronic means shall be performed by addressing the Notice to the electronic address provided to the Secretary of the Board of Directors or the Secretary's designee.
- d. Time Limitations for Delivery of Notice:
Notice of all meetings of the Membership shall be delivered no fewer than ten (10) days nor more than sixty (60) days before the date of the meeting, unless the Notice is mailed by other than first class or registered mail, then the Notice must be delivered no less than thirty (30) days in advance of the meeting.
- e. Content of the Notice: Notices of all meetings shall state the location, date and time of the meeting. Member contact information will be available in a fair and reasonable format at the meeting should the Member or Members' legal representative wish to inspect or copy the Members' List. The Notices will also include a description of matters a Member intends to raise at the meeting if the request to raise an issue is presented in writing, including electronic, by a person entitled to call the Special

Meeting is presented to the Secretary or President of the Board of Directors at least ten (10) days before the Association gives Notice of the meeting.

- 1) Notices of Annual and Periodic Meetings of the Membership shall also include a description of any matters which will be presented to the Members and specifically which matters will require the approval of the Members.
 - 2) Notices of Special Meetings of the Membership shall also include a description of the matter or matters for which the meeting is being called.
- f. Notice to Mortgagee, Trustee of a Deed of Trust or Entities Financing a Member's Purchase of the property: Upon request, any holder of the First Mortgage, a Deed of Trust or a Contract by which an entity is providing financing for the purchase of the lot shall be entitled to Notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting.

4.7. Waiver of Notice. Waiver of Notice of any meeting of the members shall be deemed the equivalent of proper notice. Any member may waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person, electronically or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at any meeting shall also be deemed a Waiver of Notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

The Waiver of Notice must be in writing, be signed by the Member entitled to the Notice, and be delivered to the Association for inclusion in the minutes or filing with the Associations records. The signature of the Member may be affixed to a Waiver of Notice by any reasonable means, including without limitation facsimile or electronic image.

The Waiver of Notice may be delivered to the Association by electronic communication including without limitation facsimile transmission or electronically.

4.8. Attendance at Meetings: Members of the Association may attend any Meeting of the Association in person, electronically or digitally, or by Proxy. At least 30 days prior to any meeting of the Members, the Board of Directors shall notify the Members of the procedures, if attendance by electronic means is to be made available, to attend a Meeting by means other than in person or by Proxy.

4.9. Record Date: A member of the Association on the day prior to the issuance of Notice of any meeting of the Members is entitled to attend and vote at the meeting referenced in the specific Notice of Meeting.

4.10. Members' List For Meetings. After fixing the Record Date for a Notice of a meeting, the President of the Association shall prepare or cause to be prepared an alphabetical list of names and addresses of all Association Members entitled to vote at the meeting for which notice is provided.

- a. The List shall designate the number of Votes each Member is entitled to vote at the meeting,
- b. The List will be brought current as of the date of the meeting and designate members entitled to vote but not entitled to Notice of the meeting.

c. The List will be prepared and available for inspection by any Member at a location to be designated in the Notice of the Meeting.

d. The Memberships' List shall contain a CAVEAT that without the prior specific consent of the Board of Directors, the Memberships' List or any part thereof is not to be sold to or purchased by any person and is not to be used by any person:

- 1) for any purpose unrelated to a Member's interest as a Member;
- 2) to solicit money or property unless such money or property will be used solely to solicit votes of the members in an election to be held by the Association; or
- 3) for any commercial purpose.

4.11. Voting: Each lot in the Copper Creek Subdivision shall have one (1) vote at any meetings of the Members of the Association. If more than one entity holds legal title to a lot, if only one (1) of the holders of legal title votes, the vote binds all; however, if more than one (1) of the holders of legal title votes, the vote shall be divided on a prorated basis.

Unless the Arkansas Nonprofit Corporate Act of 1993 and subsequent amendments thereto, the Articles of Incorporation of Copper Creek Homeowners' Association, Inc. or specific sections of these Bylaws require a greater vote, if a quorum is present, the affirmative vote of a majority of the votes represented and voting by any means allowed, including but not limited to in person, by proxy, by ballot, or other means, electronic or digital, of communications stated by the Board of Directors is the act of the members.

4.12. Quorum Requirements:

- a. Except as otherwise established in these bylaws and subparagraph d hereof, twenty-five percent (25 %) of the votes entitled to be cast on a matter must be represented, in person or by proxy, at a meeting of the members to constitute a quorum.
- b. A bylaw amendment to decrease the quorum for any member action may be approved by the members or the Board of Directors.
- c. A bylaw amendment to increase the quorum required for any member action must be approved by the members.
- d. To take action on any matters first raised at the meeting and which matters were not listed or described in the Notice advising the Members of the meeting and the business to be conducted, there must be a quorum equal to one-third (1/3) or more of the member voting power, in person or by proxy, with "the member voting power" to be defined as one (1) vote per lot.

4.13. Proxies: A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form either personally or by an attorney-in-fact. The appointment becomes effective when received by the Secretary or other officer of the Association. Unless revoked by the granting member attending a meeting and voting in person or by signing and delivering to the Secretary or other officer of the Association a revocation of the proxy, a proxy is effective for a term of eleven (11) months unless a different term is expressly provided; however, no proxy shall be valid for more than three (3) years from its date of execution.

The signature of the member or the member's attorney-in-fact may be affixed to a proxy appointment form or a proxy revocation by any reasonable means, including without limitation facsimile or electronic means.

4.14. Action By Written Ballot:

- a. Unless prohibited or limited by the article of incorporation of the Association or bylaws, any action that may be taken at any annual, periodic, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter.
- b. A written ballot shall:
 - 1) set forth each proposed action; and
 - 2) provide an opportunity to vote for or against each proposed action.
- c. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- d. All solicitations for votes by written ballot shall:
 - 1) indicate the number of responses needed to meet the quorum requirements;
 - 2) state the percentage of approvals necessary to approve each matter other than election of directors; and
 - 3) specify the time by which a ballot must be received by the corporation in order to be counted.
- e. Except as otherwise provided in the articles of incorporation of the Association or bylaws, a written ballot may not be revoked.
- f. The signature of a member may be affixed to a written ballot by any reasonable means, including without limitation facsimile signature or electronic image.
- g. The written ballot may be delivered to the Association by electronic communication, including without limitation facsimile transmission or electronic mail.

4.15. Adjournment. Any meeting of the members may be adjourned. If an annual, periodic or special meeting of members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If the adjournment is for a period greater than seventy (70) days after the record date for determining members entitled to notice of the original meeting, notice of the adjourned meeting must be given to the members of record as of the new record date.

4.16. Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and members.

ARTICLE V

Board of Directors

5.1. Composition: The affairs of the Association shall be governed by the Board of Directors (Board). The Board shall be composed of Six (6) persons who shall hold legal title, individually or through a Trust or other legal entity in which the person has at least a fifty (50%) interest, to a lot. The precise number of Directors may be amended from time to time by resolution of the Board; however, the minimum number of Directors shall be three (3). Should the Board elect to change the number of directors, such change shall be included in the Notice for the annual meeting of the Association.

5.2. Term of Office. The Directors elected at any Annual or Periodic or Special meeting shall serve for Three (3) year terms and until their successors are qualified and elected. At each Annual

Meeting, two (2) directors shall be elected. The term of a Director shall begin upon the conclusion of the Annual Meeting at which said Director is elected and unless re-elected for another term, end upon the conclusion of the Third Annual Meeting following the Directors' election. A Director may be elected for successive terms.

5.3. Removal of Directors. At any regular or special meeting of the Association duly called for the purpose of removal of a director, any one or more of the Directors may be removed, with or without cause, by a majority of votes required for an affirmative act by the Members. Once a Director is removed by the Members, the Members may then and there elect a person to fill vacancy thus created. If the vacancy is filled, the newly elected Director shall serve the remaining term of the removed Director. Any director whose removal has been proposed by the members shall be given at least ten(10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

5.4. Vacancies. If a Director is removed by a vote of the Members and a person is not elected at said Meeting to complete the term of the removed Director, the vacancy caused by the removal as well as any other vacancies in the Board caused by any reason, including the addition of a new director or directors, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board and the new Directors shall serve for the remainder of the term of the Director being replaced.

5.5. Compensation. No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties as a director.

5.6. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall consist of two members appointed by the President to serve from the close of one Annual Meeting to the close of the succeeding Annual Meeting. Such appointment shall be announced at the Annual Meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least 10 days prior to the Annual Meeting. Any member of the Association in good standing may nominate any qualified individual or individuals for the position of director by filing a written nomination with any duly elected officer of the Association at least 10 days prior to the annual meeting. A list of the Nominees shall be included in the Notice of Annual Meeting. Nominations from the floor at the meeting are not allowed. Failure to comply with the provisions hereof shall in no way invalidate the election of directors so nominated and elected at any Annual Meeting.

5.7. Elections. Directors to be elected by the members shall be elected from among those nominated by a majority of those present and entitled to vote at a duly convened meeting of the Members, a quorum being present.

5.8. Annual Meeting: The Annual Meeting of the Board shall occur immediately following the adjournment of the Annual Meeting of the Members. At the Annual Meeting, the Board shall elect its officers for the coming year and may consider any other relevant business matters place before the Board by any Director. The Officers elected shall serve from the time of assuming the position at the Annual Meeting for a term of one (1) year or until their replacement is elected.

5.9. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by the Board.

5.10. Special Meetings. Special meetings of the Board may be called by the President on three days' notice to each director given by mail, in person or by telephone or other electronic means, which

notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two directors.

5.11. Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which 50% or more of the directors are present at the beginning of such meeting.

5.12. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

5.13. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all Directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board. Evidence of a Director's consent and the vote of a Director on a matter presented may be evidenced by any reasonable means, including without limitation facsimile or electronic communications.

5.14. Meeting Electronically: The Board of Directors may meet by any electronic means including but not limited to telephonic, email, text messaging, or other electronic means.

ARTICLE VI

Powers and Duties of Directors

The Board shall exercise for the Association all powers, duties and authority vested therein by the Arkansas Nonprofit Corporate Act of 1993 and subsequent and future amendments thereto or these By-Laws, except for such powers, duties and authority reserved thereby to the Members of the Association. The Board shall have the following powers and duties:

- a) to elect and remove the officers of the Association as hereinafter provided;
- b) to administer the affairs of the Association;
- c) to engage the service of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Areas and all other property and obligations of the Association upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors; provided, that such managing agent shall not be engaged for periods of more than 1 year without board approval;
- d) to administer, manage and operate the Common Areas as long as owned the Association and to formulate policies therefor;
- e) to adopt rules and regulations, with written notice thereof to all members, governing the details of the administration, management, operation and use of the Common Areas, and to amend such rules and regulations from time to time;
- f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Areas and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- g) to have access to each lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas;
- h) to obtain adequate and appropriate kinds of insurance;

- i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Areas as well as to discharge any obligation or right of the Association, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);
- j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the members their respective shares of the common expenses, and to levy fines and special assessments against one or more occupants in accordance with the Arkansas Nonprofit Corporate Act of 1993 and any amendments thereto and these bylaws;
- m) to keep detailed, accurate records of the receipts and expenditures of the Association in discharging its obligations and rights;
- n) to purchase, receive, lease, or otherwise acquire and own, hold, improve, use and otherwise deal with real or personal property or any legal or equitable interest in property, where ever located;
- o) to sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;
- p) to make such mortgage arrangements and special assessments proportionately among the respective lot owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the lot, or interest therein, to be purchased or leased;
- q) to act in a representative capacity in relation to matters involving the Common Areas or more than one lot, on behalf of the lot owners, as their interests may appear,
- r) to enforce by legal means the provisions of the Declaration and these By-Laws with respect to the Property;
- s) to renew, extend or compromise indebtedness owed to or by the Association;
- t) to create an Architectural Review Committee ("ARC") and appoint at least two (2) and not more than four (4) members of the Association to serve thereon and appoint one committee member to serve as chairman. The responsibilities of the ARC shall be, in addition to any other directives of the Board of Directors, to review all plans for improvements to Lots and Common Properties before construction of any such improvement may begin and to review any variances to initial plan approvals. The ARC shall either approve, in writing, the plans as submitted or shall return them to the member submitting such plans with written reasons as to the reason the plans are not approved. Any writings shall be by any reasonable means including facsimile or electronic means. Actions taken by the ARC are reviewable by the Board of Directors within fifteen (15) days of the ARC action, and may be overturned by a majority vote of the Board of Directors;
- u) unless otherwise provided herein, to comply with the instructions of a majority of the votes entitled to be cast of the members as expressed in a resolution duly adopted at any annual or special meeting of the Association; and,
- v) in addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the Arkansas Nonprofit Corporate Act of 1993, as now in force or hereafter amended, and (ii) have and exercise all powers necessary or convenient to effect

any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in these By-Laws.

6.1. Nondelegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the members.

ARTICLE VII

Officers and Their Duties

7.1. Designation. At each regular meeting of the Board after the members elect the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

- a) A President, who must be a director and who shall preside over the meetings of the Board and of the members, and who shall be the chief executive officer of the Association;
- b) A Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and shall, in general, perform all the duties incident to the office of Secretary, as required by the Arkansas Nonprofit Corporate Act of 1993 and any amendments thereto,
- c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and
- d) Such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person, except offices of President and Secretary.

7.2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

7.3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

7.4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote at a special meeting of said Board. Any officer so elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer being replaced.

7.5. Compensation. No officer shall receive compensation for any service rendered to the Association. Any officer may, however, be reimbursed for actual expenses incurred in the performance of duties as an officer.

7.5. Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board,

ARTICLE VIII

Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exist:

- a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or
- b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE IX

Indemnification

9.1 General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association and the Board against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, or committee members, on behalf of the members, or arising out of their status as directors, Board, officers, committee or members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all cost and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, or committee member may be involved by virtue of such persons being or have been such director, officer, Board, or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, or committee member, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, or committee member.

9.2. Success on Merits. To the extent that the Board, a director, officer of the Association or member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 9.1 above or in defense of any claim, issue or matter therein, that person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

9.3. Expenses in Advance of Disposition. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such

action, suit or proceeding as authorized in the specific case upon receipt of a written undertaking executed personally by or on behalf of the directors, officer, Board, or committee member to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association as authorized in this Article.

9.4. Non-Exclusive Remedy. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a director, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE X

Use Restrictions and Rule Making

10.1. Authority and Enforcement. The Property shall be used only for those uses and Purposes set out in the Declaration. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots and the Common Areas, provided that copies of such rules and regulations be available to all members as a result of posting such rules and regulations on the Association's website or transmission of such rules and regulations by any reasonable means including but not limited to communication by facsimile or electronic means.

The Board shall have the power to impose reasonable fines which shall constitute a lien upon the lot and to suspend a member's right to vote or to use any of the Common Areas for violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder.

10.2 Procedure. The Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of rules unless and until the procedures reflected in the Declaration and the following supplemental procedures have been followed:

- a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is not continuing.
- b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which shall be at least thirty (30) days in advance of the hearings; (iii) an invitation to attend the hearing and provide any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.
- c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice

together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

- d) Declaration to Control. The procedures specifically outlined in this Article are intended to be a supplement to those reflected in the Declaration with regard to procedures not specifically included in the Declaration, and should any of the provisions of this Article and the Declaration be in conflict, then the Declaration shall control.

ARTICLE XI

Membership Dues

11.1. Dues. The dues and assessments shall be the amount as set forth in the Declaration or as charged from time to time as set forth in the Declaration.

ARTICLE XII

Amendments

12.1. Unless this chapter, the articles, bylaws, the members (acting pursuant to subsection (b) of this section), or the board of directors (acting pursuant to subsection (c) of this section) require a greater vote, an amendment to the Associations' bylaws to be adopted must be approved:

- a. by the board if the amendment does not relate to the number of directors, the composition of the board, the term of office of directors, or the method or way in which directors are elected or selected; and
- b. by the members by two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less.
- c. If the board or the members seek to have the amendment approved by the members at a membership meeting, the Association shall give notice to its members of the proposed membership meeting in writing in accordance with Article IV. The notice must also state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment.
- d. If the board or the members seek to have the amendment approved by the members by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the amendment.

ARTICLE XIII

Miscellaneous

13.1. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

13.2. 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 By-Laws or the intent of any provision thereof.

13.3. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the feminine gender shall be deemed to include the

masculine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

13.4. Fiscal-Year. The fiscal year shall be set by resolution of the Board.

13.5. Financial Review: The Board shall appoint a Finance Committee which shall review the bank statements of all accounts monthly and report the results of the review to the Board at least once per calendar quarter and to the Members at the Annual Meeting of Members. The Finance Committee will consist of two members, one being a non-board member and the second being a current director other than the Treasurer.

13.6. Mortgagees' Notice. A first mortgagee, upon written request, will be entitled to written notification from the Association of any default by a lot owner, who is the mortgagee's mortgagor, of any obligation arising from the Declaration not cured within 30 days.

The foregoing Amendments of the By-Laws are adopted by the Board of Directors of Copper Creek Homeowners' Association, Inc. on the 24th day of July, 2024 and approved by the members of Copper Creek Homeowners' Association, Inc. on the 10th day of November, 2024.

Secretary
Copper Creek Homeowners' Association, Inc