

## **BYLAWS**

### **White Hawk West POA, Inc.**

#### **ARTICLE I**

##### **NAME**

Section 1. The name of this not-for-profit corporation organized under the laws of the State of Indiana is "White Hawk West POA, Inc" also referred to as WHW POA.

#### **ARTICLE II**

##### **PURPOSES**

Section 1. To provide a not-for-profit corporation under the laws of the State of Indiana for the purpose to insure high standards of maintenance, use and operation of all property in White Hawk West which is for the common use of all residents and owners of property therein.

Section 2. To promote the health, safety and welfare of the residents of White Hawk West, single family residential development.

Section 3. To insure the provisions of services and facilities of common benefit, including but not limited to publication and distribution of a newsletter.

Section 4. In general to maintain and promote the desired character of White Hawk West and other properties heretofore or hereafter subject to the Protective Covenants governing this land.

Section 5. To provide for the management of the affairs of the Association.

Section 6. To adopt and enforce reasonable rules and regulations applicable to the use of a common area.

#### **ARTICLE III**

##### **DEFINITIONS**

Section 1. The following terms, unless the context requires otherwise, shall have the following meaning when used in these Bylaws.

- A. "Declaration and "Protective Covenants" shall mean the instrument entitled "Declaration of Protective Covenants, Restrictions and Easements dated the 31st day of **August 2005** and recorded in Lake County, Indiana on **September 1st, 2005** as Document Number **2005 074940** and recorded on **September 1st, 2005** as Document Number **2005 074940**.
- B. "Subdivision" and "White Hawk West" shall mean the real estate described in Clause 1, Section 2 of the Declaration.
- C. "Association" shall mean the WHW POA, a not-for-profit corporation organized to perform the functions of the Association.
- D. "Dwelling" shall mean a residential housing structure which, as originally constructed, is integrated and designed for use exclusively as living quarters for one family.
- E. "Lot" shall mean a parcel of land in this subdivision, under common fee ownership, which may or may not coincide with a lot of record, occupied by or intended for occupancy by one dwelling and having frontage upon a street.
- F. "Owner" shall mean and refer to a record owner, whether one or more persons or entities, of a fee simple title or color of title to any Lot.
- G. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- H. "Board" shall mean and refer to the Board of Directors of the Association as constituted at any time or from time to time.

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- I. "Resident Member" shall mean an owner who makes his domicile in the subdivision.
  - J. "Non-resident Member" shall mean an owner who makes his residence at such place other than a dwelling in the subdivision.
  - K. "Common Expense" shall mean all sums incurred, expended or proposed to be expended for the purpose of carrying out, protecting, performing or implementing the required or permitted activities of the Board of Association hereunder, or which are for the benefits of the owners.
  - L. "Proportionate Share" shall mean that amount of the common expenses for which each owner is liable, as calculated according to the provisions of the Protective Covenants.

#### **ARTICLE IV**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every owner of a lot shall become and be a member in the Association. Each owner shall, by accepting a conveyance of ownership, be a member of the Association, and thereby succeed to the rights and become subject to the obligations of a Member of the Association whether or not reference is made thereto in the instrument of conveyance or any other document of ownership: Provided that when title to a lot is in more than one person, such co-owners shall be entitled to one membership, as co-members.

Section 2. Classes of Members. Members shall consist of two classes.

- A. Resident: each of whom shall have full and complete rights and preferences of membership.
- B. Non-resident: each of whom shall have full rights and preferences of membership, except for voting rights and as otherwise stated herein.

Section 3. Voting Rights of Members.

- A. Each Resident member shall be entitled, unless otherwise provided for, to one vote , provided that where title to a Home is in more than one person, such co-owners acting jointly shall be entitled to but one vote.
- B. Any corporation which has Resident Member shall vote by an officer, director, or other agent shall provide the Secretary with the following in regard to such person voting for the corporation (a) a certified copy of a valid resolution of the Board of Directors designating such person to vote, a statement of the issues upon which such person is authorized to vote, and the manner of voting on specific issues stated on the agenda; or (b) a certified copy of the Bylaws of the corporation authorizing such person to vote in a manner not requiring specific approval of the Board of Directors of such corporation. The documents shall be supplied to the Secretary not less than 14 days prior to the meeting to which the designation applies.
- C. In the case of a Home owned in Trust, the Trust agreement shall control if they are a Resident Member. The Secretary of this corporation shall be provided verification.
- D. Proxy voting is permitted only when the following conditions are met:
  - 1. The issue is to be voted upon at any meeting of the Association;
  - 2. The holder of the proxy shall be a resident member of WHW Homeowners Group as well as a member of the Association;
  - 3. The giver of the proxy shall be a resident member;
  - 4. The proxy designation shall be made in writing to the Board and shall not have been changed by actual notice to the Board of Directors by the owner.
- E. Members who are delinquent in payment of an Association assessment for greater than six months shall have no right to vote, unless such delinquency is paid in full within seven (7) calendar days prior to any meeting.

Section 4. Transfer of Membership. Transfer of ownership of a Home by sale, gift, inheritance or otherwise shall result in transfer of Association Membership to the new owner.

#### **ARTICLE V**

### **RESTRICTIONS AS TO USE AND OCCUPANCY**

Section 1. Use. The lots and improvements thereon shall be used and occupied so as not to conflict with the Declaration of Protective Covenants of White Hawk West Subdivision.

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Section 2. All lots shall be mowed, along with their respective parkways and easements, so as to maintain a height no greater than ten inches. The Owners of each lot are responsible for this maintenance. Failure to so maintain shall permit and authorize the association to enter upon the lot and to undertake such maintenance and, further, shall subject the owner to a special assessment for the cost.

Section 3. No initial structural improvements to real property in White Hawk West shall be commenced, erected or maintained without prior approval of the improvements by the Association's Architectural Review Committee and/or Board of Directors.

Section 4. Covenants.....Violations. The Association shall send an initial letter to any owner who is in violation of the covenants, notifying said owner of said violation and establishing a time frame in which the violation must be abated. If no action is taken by said owner, the Association shall turn the matter over to the legal counsel for remedial action against said owner.

## **ARTICLE VI**

### **ADMINISTRATION AND MANAGEMENT**

Section 1. The business affairs of the Association, its operations, the maintenance and repairs to common areas and improvements thereon shall be the responsibility of the Association. In the performance of this responsibility, the Association may delegate the Board of Directors such powers and authority as are more fully set forth in these Bylaws.

Section 2. The powers and duties of the Association shall be as stated in the Declaration of Protective Covenants of White Hawk West Subdivision.

## **ARTICLE VII**

### **MEETINGS OF THE ASSOCIATION**

Section 1. Annual Meeting. There shall be an Annual Meeting of the Voting Members on the 2<sup>nd</sup> Tuesday of October of each year, at 7:30 o'clock p.m. in the subdivision, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designated by written notice of the Board of Directors delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting. At each Annual Meeting of voting Members, the Voting Members shall, by a majority of the total votes present at any such meeting, elect Board members as required, and transact such further or other business as shall properly be brought before the meeting.

Section 2. Special Meetings. Special Meetings of the Resident Members may be called at any time for the purpose of considering matters which, by the terms of these Bylaws, require the approval of all or some of the Resident Members, or for any other reasonable purpose. Said meetings shall be called by written notice (unless waived in writing) authorized by a majority of the Board, or by 15% of Resident Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3. Notice of Meetings of Resident Members. Notice of meetings required to be given herein may be delivered either personally, by email, or by mail to the person entitled to vote there at, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Home with respect to which the voting right appertains, if no such address has been given to the Board.

Section 4. Quorum and Procedure. The presence at any meeting of 15% Resident Members shall constitute a quorum. Any Resident Member may waive notice, in writing, of any meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association with a meeting.

Section 5. Minutes. Minutes of each Annual or Special Meeting shall be certified by the President and Secretary and a copy shall be furnished via email to each owner within 10 days of said meeting. A hardcopy can be furnished to each owner upon request.

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## **ARTICLE VIII**

### **BOARD OF DIRECTORS ESTABLISHMENT, QUALIFICATION, TERM AND POWERS AND DUTIES**

Section 1. Establishment. The Association establishes a Board of Directors to be elected from and by the Association and delegates to the Board all powers, duties and responsibility to manage and administer the affairs of the Association.

Section 2. Qualification. Each member of the Board shall be a resident member and natural person. Any such resident member is limited to one seat on the Board.

Section 3. Term of Office. The term of office shall be staggered, with two (2) directors elected each year, for a term of two (2) years. Provided, however, that at the first election, two (2) shall be elected for a term of three (3) years.

Section 4. Powers.

- A. To exercise for the Association all powers of directors adopted **November 1, 2013** and authority vested in or delegated to the Association, not reserved to the Association by these Bylaws or by statute, and to exercise all powers necessary, covenant or expedient to fulfill the duties stated in Section 5 of this Article.
- B. To adopt and publish rules and regulations governing the use of the common areas and maintenance of unimproved lots.
- C. To declare the office of a member of the Board vacant, due to repeated absences or inability to serve, by the vote of 2/3 of the members of the Board.
- D. To fill vacancies on the Board by a 2/3 vote of the Board, a special meeting will be called within 30 days of such vacancy at which time a special election will be held to fill such vacancy.
- E. To contract such person or entities as the Board deems necessary, covenant or expedient to accomplish the purpose of this Association or to exercise the powers granted to it.
- F. 1. The Board of Directors may take, but shall not be required to take, any action deemed by it to be necessary, expedient or covenant, in regards to the following matters:
  - a. Collect, or seek to collect, any general or special assessment;
  - b. Defend any lawsuit or other proceeding in which the Association, the Board of Directors, or any Association Officer or individual member of the Board of Directors in his or her official capacity, is a designated part against whom liability is sought to be imposed, or any action or withholding of action is sought to be compelled;
  - c. Settle any lawsuit or other proceeding in a manner not requiring payment by the Association or the Board of Directors of amounts beyond those currently available for such payment;
  - d. Emergency action necessary, covenant or expedient to the Association or its property;
  - e. Proceed in any manner in any lawsuit or other proceedings when such action will not result in either the incursion of legal fees or other expenses by the Association, or the imposition of liability upon the Association, the Board, or any of its members for legal fees or expenses. This subparagraph shall not limit the Board's authority to act as set forth in subparagraphs a. through d. above.
2. Prior to initiation of any litigation other than that provided for in paragraph 1. of this section, of the settlement of any lawsuit or other proceeding in a manner requiring payment from funds of the Association in excess of those currently available for such payment, the Board shall present the matters to the membership at a general or special meeting. Unless 2/3 of the members present disapproval, by vote to be taken at such meeting, of such proposed litigation or settlement, the Board shall proceed in its discretion in regard to such action. For the purposes of this paragraph and the voting provided for hereunder, each resident member shall be entitled to only one vote, regardless of the number of homes owned by that member.
- G. To publish and distribute a newsletter to members.

Section 5. Duties.

- A. To cause to be kept a complete record of all Association and Directors meetings, and of all by the Board, which records shall be available to the owners upon request at reasonable times;

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- B. To supervise all officers and agents of the Association and to verify that their duties are properly performed;
  - C. To cause anyone under control of the Association receiving or disbursing funds of the Association to be bonded;
  - D. To declare the amount of the regular annual assessment as provided in Article XII herein and to notify the owners of the amount of the assessment prior to the date it is due;
  - E. To declare the amount of any special assessment as provided in Article XII herein and to notify the owners of the due date and of such special assessment;
  - F. To arrange for the collection of all regular and special assessments. The Board is authorized to take business-like collection methods, including legal process, to collect delinquent amounts;
  - G. To procure and maintain all forms of insurance that the Board deems necessary;
  - H. To set standards of maintenance and see to it that all repair and maintenance is properly and promptly performed;
  - I. To prepare a proposed annual budget covering all probable items of expense during the next fiscal year for approval by the Association
  - J. To review and approve any expenditure in excess of the budget allocation for a specific line item. Budget over-runs of any line item in excess of 50% and a minimum of \$1000 of the budget for that line item, must be approved by the Association;
  - K. To take any action as may be necessary to comply with directives from any state, county or federal or other governmental authority, or any of their respective authorized agents having jurisdiction over the Association or its property;
  - L. To establish and appoint such committees to, as it deems appropriate, outlining their duties and providing for their reports back to the Board;
  - M. To report to a mortgagee of any lot, upon his request, the amount of any unpaid assessment due from the owner.

Section 6. Determination of Board to be Binding. Notwithstanding that the words Board and Association may in some instances be used interchangeably in various sections of these Bylaws, matters of dispute with respect to interpretation or application of the provisions of these Bylaws shall be determined by the Board, which determination shall be final and binding on the Association and all of the owners.

Section 7. Exceptions. The Board may grant an exception when a literal interpretation of the Bylaws may produce a hardship or an unreasonable result, provided the spirit and intent of the Bylaws is preserved. Any grant of an exception shall be placed upon the agenda at the next meeting of the Association and may be terminated by a majority vote of the Association. In order to appeal a decision of the Board, the aggrieved party shall secure 90% signatures of resident members to place his grievances on the agenda of a meeting of the Association.

## **ARTICLE IX**

### **BOARD OF DIRECTORS NUMBER, NOMINATION AND ELECTION**

Section 1. Number of directors. The Board shall consist of at least 3 directors.

Section 2. Any Resident Member wishing to be considered for the Board of Directions should submit their name for consideration to the Board of Directors sixty (60) days prior to the election. The Board of Directors will furnish candidates for election to the association thirty (30) days prior to the election.

Section 3. Election of Board of Directors. The elections of the Directors shall be held at a legally constituted Annual Meeting at which a quorum is present. If there is a contest, the vote will be taken by secret ballot. Any person(s) in an uncontested vote shall be declared elected. In a contested vote, the person(s) receiving the highest number of votes shall be declared elected.

Section 4. Term of directors. Each Director shall have a term of two (2) years, commencing immediately upon election, provided that at the first Annual Meeting, two (2) shall be elected for a term of three (3) years.

Section 5. Compensation. No compensation shall be paid to a Director for services in such capacity.

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Section 6. Limits of Liability. A Director shall not be liable to the Association for any mistakes of judgments, acts or commission or omission, negligence or otherwise, except for individual willful misconduct or bad faith. The Directors shall have no personal liability with respect to any contract or debt made by them on behalf of the Association. Every agreement made by the Board, or any person charged by the Board or the Association with administrative or managerial responsibility, shall provide that the Board, the managerial or administrative persons are acting only as agents of the Association and shall have no personal liability thereunder.

## **ARTICLE X**

### **BOARD OF DIRECTORS MEETINGS, NOTICE, WAIVER OF NOTICE & QUORUM**

Section 1. Meeting of the Board. An Annual Meeting of the Board shall be held following each annual meeting of the voting members. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board not less than forty-eight (48) hours notice to each Board member. Any Board member may, in writing, waive notice of a meeting, or consent to the holding of a meeting (in which event unanimous consent of all Board members shall be required). A majority of the members of the Board shall constitute a quorum, and determinations of the Board shall be binding upon the affirmative vote of a simple majority of the votes then available in person and proxy at any meeting at which a quorum is present, except as provided in Article XV, and hereinabove for consent to meeting. The presiding officer shall have the privilege to vote without relinquishing the chair. Voting may be in person or by proxy in a form accepted by the Board.

## **ARTICLE XI**

### **BOARD OF DIRECTORS OFFICERS: ELECTION, COMPENSATION, DUTIES, REMOVAL AND VACANCIES**

Section 1. Election of Association Officers by Board. At each Annual Meeting of the Board, the Board shall elect a President, Vice President, Secretary and a Treasurer. The president shall be a member of the Board of Directors. All officers shall be Members and shall serve until the next Annual Meeting of the Board or until their successors are elected and qualified. All records held by outgoing officers of the Association shall be turned over to the newly elected incoming officers no later than one (1) week after the newly elected officers start their term.

Section 2. Compensation of Officers. No compensation shall be paid to an officer for services in such capacity.

Section 3. Removal from Office. Any Board Member may be removed from office as provided by state law, at any Special Meeting called for such purpose. Any officer may be removed from office by the affirmative vote of a majority of the members of the Board at a Special Meeting of the Board called for such purpose. Any board member who does not attend the monthly meeting on a regular basis, unless there are mitigating circumstances, will be automatically removed from the board after a preset number of meetings missed. This number shall be set at four (4) meetings missed for their calendar year, commencing with the month said board member takes his/her seat on the board. New board members will be appointed to fill the vacant opening left by the removal of said board member. The new member shall serve for the remainder of the removed members term. Any board member who is removed from the board, for any reason, shall not be allowed to serve on the board for a period of one (1) year from the date of his/her removal. Any board member who is removed from serving as an officer of the board, for any reason, shall not be allowed to serve as an officer of the board for a period of one (1) year from the date of his/her removal from office.

Section 4. Vacancies. Vacancies of an office shall be filled by the Board of Directors. In case of a vacancy in the Presidency, the Vice President will serve until the next regular meeting of the Board. Vacancies shall be filled only until the expiration of the term.

Section 5. Duties of President. The President shall be chief executive officer of the Association and shall preside at all meetings of the Association and the Board. He shall have all powers and duties usually vested in this office including but not limited to the appointment of the Committees from Association Members. He shall

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call a Special Meeting of the Association as requested by the Board or the Association pursuant to the terms of these Bylaws.

Section 6. Duties of the Vice President. The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. He shall also perform such other duties as shall be imposed on him by the Board or the Association.

Section 7. Duties of the Secretary. The Secretary shall keep the minutes of all Board and Association Meetings and shall have charge of such books, records, correspondence and papers as the Board may direct, and in general shall perform duties incident to the office of Secretary. Further, the Secretary shall keep at all times a complete and accurate list of all members entitled to vote by the Articles of Incorporation and Bylaws which may be inspected by any member, for any purpose related to the business of the Association, at any reasonable time.

Section 8. Duties of the Treasurer. The Treasurer shall have the responsibility for Association funds and for keeping full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies in the name and to the credit of the Association in such depositories as may be designated by the Board and where practical, in interest bearing accounts. He may delegate the actual performance of these duties to a designee, with the concurrence of the Board but the responsibility for the account and distribution of funds shall remain with the Treasurer. Further he shall be bonded in an amount deemed sufficient by the Board. Responsibility for collecting assessments shall be the Treasurer, in behalf of the Association.

## **ARTICLE XII**

### **ASSESSMENTS**

Section 1. Common Expenses. Prior to the Annual Meeting, the Budget Committee will calculate the total amount to pay the costs of materials, equipment, improvements, additions, insurance, services and supplies which will be required or incurred during the ensuing fiscal year for the performance of all services and other undertakings required or permitted herein and to be charged as common expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The Board shall review said estimate, make any changes it deems appropriate and shall notify each owner in writing as to the amount of such estimates with reasonable itemization of the categories or composition thereof, and the Assessments share of each lot.

The budget and proposed assessment shall be presented to the membership for vote at the Annual Meeting. An assessment shall not be valid and enforceable unless favorably voted upon by a majority of those voting at the Annual Meeting. Each owner shall be assessed a share of said budget.

On or before the date of the Annual Meeting, the Board shall make available to all members an itemized accounting of all expenditures due, common expense for the proceeding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the assessment previously voted as well as the past due and unpaid assessments, and showing the net amount over or short of the actual payments, plus reserves. Each owner is then responsible for assessments hereunder shall be credited with his proportionate share of any amount accumulated in excess of the amount required for actual costs, expenses, and reserves pro tanto against the next annual payment due from such owner under the current year's budget, until exhausted, and a proportionate share of any net shortage shall be added to and apportioned over the installments next due for such owner.

Section 2. Special Assessments to Owners. Special assessments made against particular owners shall be due and payable within thirty (30) days after notice by the Board to an owner, specifying the amount and nature thereof. The Board shall have all rights and remedies with respect to non-payment and collection of any such special payment as is provided herein for assessment may be levied without affirmative vote of two-thirds (2/3) of the Board.

Section 3. Payment and Enforcement of Assessment. On the first day of January, unless otherwise determined by the Board, each owner shall be obligated to pay the Board, or as it may direct, full amount of such owner's assessment made pursuant to this Article. When payment of an assessment, or any installment thereof, is

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past due thirty (30) days, the Board may notify the owner of the default status in writing. If within two weeks thereafter the owner fails to pay the delinquency, a certified letter will be sent by the Association's Attorney. If there is no response within two weeks of the certified letter, the Association's Attorney will take legal action against delinquent homeowners for payment plus all cost accrued relative to the collection of said homeowners assessment. Such cost to include interest at prime plus two (2) percent, mailing costs, all court and attorney's costs etc.

The board will follow these steps when collecting assessments from all homeowners of WHW POA.:

1. Initial mailing of assessment notice will be sent on or before December 1 to all homeowners.
2. A second reminder assessment mailing will be sent on or before February 1 to those homeowners with unpaid assessments.
3. A final certified mailing will be sent on or before March 1 to those homeowners who remain delinquent in their assessments.
4. If no response is forthcoming from homeowners sent certified letters by April 1, all delinquent accounts will be turned over to the Association lawyer. The Association lawyer will pursue the collection of delinquent assessments plus all costs accrued relative to the collection of said homeowners assessments. Such costs to include interest, at the prime rate plus two percent, mailing costs, all court cost, etc..

### **ARTICLE XIII**

#### **DUTIES AND RESPONSIBILITIES OF OWNERS**

Each Owner shall have the duty to:

Section 1. Comply with the provisions of these Bylaws and the Declaration of Protective covenants and such rules and regulations as the Board promulgates.

Section 2. Pay all regular and special assessments when due.

Section 3. Promptly notify the Board through the Secretary or management company if an when he sells, or otherwise transfers his ownership interest in any lot.

Section 4. Rented or Lease Properties.

- All leases of Lots shall be in writing
- All writing leases shall identify each and every occupant of the Lot pursuant to the lease
- The lease shall have a minimum initial term of one (1) year, and thereafter the term of the lease may be month by month
- Each Owner shall deliver to the Association a copy of the lease with thirty (30) days of executing same, along with contract information for the Owner and contact information for the Tenant. Further, the Owner shall further deliver to the Association a full copy of the lease
- The Owner shall deliver to the tenant a copy of the Declaration, Bylaws and Rules and Regulations pertaining to White Hawk West, and the lease must contain a reference to these foregoing documents. The lease shall further specify that the tenant shall comply with the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Finally, the lease shall contain a provision allowing the Association to enforce the Declaration, Bylaws and Rules and Regulations against all tenants and Owners.
- Owners shall remain responsible for any assessments caused by any tenants
- No subleases are permitted, and the entire Lot must be subject to only one (1) lease
- Upon implementation of these Rules and regulations, each Owner with a Lot under lease shall have sixty (60) days to produce a copy of the written lease to the Association and provide notification to the Association of the lease, with all required information. After termination of any current lease, each owner shall comply with all of the foregoing Rules and Regulations
- Any violation of the above Rules and Regulations shall subject the Owner to a Fifty Dollar (\$50.00) per week fine. The Owner of the Lot shall be responsible for all violations of the Declarations, Bylaws and Rules and Regulations by the tenant.

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- Any tenant that fails to comply with the Declaration, Bylaws and Rules and Regulations shall be subject to a fifty Dollar (\$50.00) per week fine.
  - The Association will utilize the procedure set forth in Section 3 of Art XII to collect any and all fines under this Article.
  - Properly maintain and repair the exterior appearance of the residence and Lot

**ARTICLE XIV**

**FISCAL YEAR**

The fiscal year of the Association shall be from January 1 and ending December 31.

**ARTICLE XV**

**AMENDMENTS**

These Bylaws may be amended in a duly constituted meeting of the Board by an affirmative vote by a majority of the members of the Board, provided that the Board members shall have been given copies of the proposed changes prior to the meeting. Voting may be in person or by proxy. Any change to these Bylaws approved by the Board shall be given to each member of the Association by way of written notice.

**ARTICLE XVI**

**RULES OF ORDER**

**ARTICLE XVII**

**INVALID OR UNENFORCEABLE PROVISIONS**

1. If any term, covenant, provision, phrase, paragraph, article or other element of the Bylaws is held to be valid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant, paragraph, article or element of the Bylaws.
2. Amendment adopted by the Board of directors, after notice, November 1, 2013.

**ARTICLE XIV**

**FISCAL YEAR**

The fiscal year of the Association shall be from January 1 and ending December 31.

Entered: November 1, 2013.

3. Amendment adopted by the Board of Directors on November 1, 2013, after notice.

Article V of the Bylaws is amended to add:

Section 3. No initial structural improvements to real property in White Hawk West shall be commenced, erected or maintained without prior approval of the improvements by the Association's Architectural Review Committee.

Entered: November 1, 2013.