

BY-LAWS
OF
STRATFORD FOREST COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is STRATFORD FOREST COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 10808 LaCabreah Lane, Fort Wayne, Indiana 46845, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to STRATFORD FOREST COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Articles of Incorporation of the Association and the Subdivision thereof which will be platted from time to time in the Plat Records of Allen County, Indiana, together with the Protective Restrictions, Covenants and Limitations appended thereto.

Section 3. "Common Area" shall mean all real property either owned by the Association or located within the Properties for common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Tract" shall mean one-half of a Lot upon which a duplex Dwelling is situate.

Section 7. Any reference to gender, as in "he", "his", or "him" shall mean a person of either gender.

Section 8. "Restrictive Covenants" shall mean and refer to the Protective Restrictions, Covenants, Limitations and Easements applicable to the Properties appended to the plats of the Subdivision as shown in the records of the Office of the Recorder of Allen County, Indiana.

2. **SWIMMING POOLS & HOT TUBS:** Only in-ground swimming pools are permitted and must be fully enclosed by a fence of approved construction with a height of six (6) feet (unless otherwise approved). Any exterior gate must contain a child-proof lock. Cabanas are permitted inside the fence when used to house pump equipment for the in-ground pool (designed subject to approval by the Architectural Control Committee.) Hot tubs located on the exterior of a home, on your deck, patio or built onto your deck, are subject to the approval of the Architectural Control Committee. They must be kept in high state of repair. (Section 5.1 and 6.8 of Covenants)
3. **PLAYGROUND SETS:** Permitted only in backyards. Maximum permitted height is fifteen (15) feet; maximum permitted length is thirty (30) feet. Playground sets must be of a heavy wooden construction, earth tone in color and must be kept in a high state of repair. A playground set shall be constructed so as to not be in violation of terms and conditions of Section 6.8 of the Covenants of Stratford Forest. Tree houses are not permitted. Specific location must be submitted for approval by the Architectural Control Committee. Sets cannot block the line of sight to the lake of any house on the lake. (Section 5.1 and 6.8 of Covenants)
4. **STRUCTURES:** No unattached structure (shack, barn, garage, basement, tent, tool shed, tree house, dog house, dog run, doll house, burn barrel or other outside building) shall be located or used on any lot at any time or used as a residence on either a temporary or permanent basis. (Section 6.8 of Covenants)
5. **VEHICLES:** No boat, boat trailer, recreational vehicle, motor home, trailer, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on any lot for periods in excess of forty-eight (48) consecutive hours, or for a period which, in the aggregate, is in excess of eight (8) calendar days per calendar year. A "truck" is defined for this purpose as one rated one-ton or greater. (Section 6.9 of Covenants)
6. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except either: (Section 6.11 of Covenants) one professionally made sign of not more than one (1) square foot; or one sign of not more than five (5) square feet advertising the property for sale or rent or one sign of not more than (5) square feet used by a builder to advertise the property during construction and sales period, unless otherwise approved by the architectural review committee. Content of signs are subject to approval or architectural committee
7. **COMMUNICATION EQUIPMENT:** No radio or television antenna with more than twenty-four (24) square feet of grid are or that attains a height in excess of six (6) feet above the highest point of the roof of a residence shall be attached to a residence on a lot. No free-standing radio or television antenna shall be permitted on a lot. No television satellite receiving disc or dish in excess of 39.37 inches in diameter (according to FCC guidelines) shall be permitted on any lot, provided however that the installation and location thereof must be approved by the Architectural Control Committee. (Section 6.12 of Covenants)
8. **DWELLING EXTERIOR:** No exterior additions, changes or alterations to any dwelling shall be made until approval of plans materials and location has been obtained from the Architectural Control Committee. No solar panels (attached or detached) are permitted. Fireplace wood may not be stored on a driveway or in view of the front of the home. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lot. No roll roofing shall be used on the roof of any dwelling or attached garage. It is the responsibility of every homeowner and a benefit to our community to ensure that every property is kept well maintained. (Section 5.1, 6.12 & 6.16 of Covenants)

STRATFORD FOREST COMMUNITY ASSOCIATION, INC.

ACTIVITY AND ARCHITECTURAL POLICIES

The following architectural and activity policies have been extracted from the dedication, protective restrictions, covenants, limitations, easements, approvals and bylaws appended to and made a part of the dedication and plat of Stratford Forest, and its community association. They are subject to additions or changed by the Architectural Control Committee and the Board of Directors of the Stratford Forest Association, Inc.

These policies are meant to ensure the value and desirability of Stratford Forest Community Association, Inc. and to protect the investment of the individual property owners.

GENERAL

No building, fence, wall or other structure shall be commenced, erected or maintained on a lot, nor shall any exterior addition to, change or alteration to an existing structure be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed activity have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Board of Directors of the Association.

Request must be submitted to the Chairperson of the Architectural Control Committee using the designated form and including any additional materials required for full description of a proposed project. Such materials may include:

1. Sketch of layout;
2. Type of material to be used;
3. Color of materials; and,
4. Height

You shall receive a formal reply to your written request within thirty (30) days of receipt of the request by the Chairperson. Failure of the Architectural Control Committee to reply within thirty (30) days of receipt of the request form shall constitute approval of the submitted proposal. Questions regarding this process or the policies in this document should be directed to the Chairperson of the Architectural Control Committee.

POLICIES

1. **FENCES:** Fences must be approved by the committee.

The finish must be either: paint, stain or natural earth tone color and must conform aesthetically with the home. Fence height can be a maximum of six (6) feet. Wrought iron fences or aluminum look a like fences are encouraged. All fence posts must be either integral to the fence structure or face the interior of the fence; external posts are prohibited. Fencing cannot block the line of sight to the lake of any house on a lot with an open view of the lake. Fencing cannot extend forward of the back line of a dwelling unless otherwise approved by the architectural control committee. All fencing must be maintained in a high state of repair. (Section 5.1 of Covenants) Notwithstanding any other provisions to the contrary in Section 5 of the Covenants, the Committee may not approve construction or modification of any fence on Lots 37 through 56 and Lots 58 through 66 which, in the Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision. (Section 5.5 of the Covenants)

Section 9. "Member" shall mean and refer to the Board of Directors of each incorporated Association representing the Subdivision of the Properties entitled to membership as provided in the Restrictive Covenants.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting from time to time without notice other than announcement at the meeting, the meeting may be continued until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Tract.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, which shall be made up of not less than three (3) Directors and not more than fifteen (15) Directors.

9. **OCCUPANCY OF A NEW DWELLING:** Within sixty (60) days of occupancy of a new dwelling (weather permitting), the yard shall be seeded or sodded and landscaped, with at least 12 well developed shrubs, in order to prevent soil erosion. Please refer to your purchase agreement. (Section 5 of Covenants)

10. **VACANT DWELLING:** When no one occupies a dwelling for an extended period of time, the owner(s) is still responsible for maintaining the lawn and landscaping in a neat, clean fashion with the grass mowed until the dwelling is sold. Grass must be mown on a regular basis and maintained of a height not to exceed six (6) inches. (Section 5 of Covenants)

11. **VACANT LOTS/NEW DWELLING CONSTRUCTION:** Any undeveloped lot not under construction must be maintained and kept free of weeds and debris. Bare areas are to be seeded with grass to control soil erosion and weeds. Grass must be mown on a regular basis and maintained at a height not to exceed six (6) inches. Construction materials must not be allowed to blow about the lot and onto the street and other lots. Construction materials must be placed in secure trash bins on a daily basis. (Section 5 of Covenants)

12. **BASKETBALL POSTS & FREE-STANDING FLAGPOLES:** Plans for all basketball posts/goals are subject to review of the Architectural Control Committee. Basketball posts/goals may be permanent or portable; constructed of commercial grade materials, and located no more than twenty (20) feet from the dwelling. If located at the driveway, the backboard of the post/goal shall be set perpendicular to the street unless otherwise approved by the architectural control committee. Portable goals must be kept in a high state of repair, they may not be propped up against a house and may not lay on the ground. Plans for freestanding flag poles must be submitted to the Architectural Control Committee for approval. Flagpoles may fly only the American Flag. (Section 6.8 and 6.10 of Covenants). Flagpole height may not exceed twenty (20) feet and not to exceed the height of your home.

13. **TRASH DISPOSAL:** No grass clippings shall be left on the street at any time after mowing the grass. Trash, garbage and other waste shall not be kept in the yard for more than twenty-four hours except in closed, sanitary containers. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pick-up. After sanitary containers have been emptied by the garbage disposal company, store out of view from the front or return to the garage by the end of the pick up day. No incinerators (external or internal) shall be kept or allowed on any lot. Composting piles/containers are not permitted. (Section 6.15 in Covenants)

14. **TRAFFIC:** No motorized vehicles (mopeds, scooters, mini-bikes, go-carts, motorized three-wheelers, ATV's, etc.) are permitted on the Association's common ground. Motorized vehicle use of streets must be in compliance with Allen County ordinances and Indiana state law. Motor vehicle operators/drivers must observe any posted speed limits within the subdivision. No snowmobiling is permitted on any common area, lot or any other are of the subdivision.

15. **HOUSEHOLD LAUNDRY:** Laundry wash items are not permitted to be aired or dried outside the house. No clothesline of either temporary or permanent design shall be erected or maintained on any lot. (Section 6.10 in Covenants)

16. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Any permitted animals must either be on a leash or controlled in accordance with Allen County Leash Ordinances. Bags for animal droppings must be used for pets being walked anywhere in the neighborhood, including common grounds. Pet droppings are to be disposed of properly at your residence. The feeding of wild animals is discouraged. (Section 6.14 of Covenants)

17. **ACTIVITIES & NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become or may be an annoyance or nuisance to the neighborhood. This includes loud music, repetitive dog barking, obstructive lighting, and other disruptive activities that are inconsiderate of your neighbors. (Section 6.7 of Covenants)

18. **EASEMENTS:** No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect, use or permit the use of the overhead wires, poles or overhead facilities of any kind or electrical, telephone or television service (except distribution facilities entering or leaving the subdivision). Street lighting or ornamental yard lighting serviced by underground wires or cables is permitted. Service drainage easements and common areas used for drainage purposes shall be constructed to achieve this intention and maintained in unobstructed condition. (Section 6.5 & 6.6 of Covenants)

19. **GEOLOGICAL ACTIVITY:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lot. (Section 6.13 of Covenants)

20. **LIGHTING:** No lighting attached to a dwelling shall be located above the roofline. External lighting attached to a dwelling or located on a lot shall not utilize mercury vapor or similar lighting mechanisms. External lighting not attached to a dwelling shall not exceed seven (7) feet in height. (Section 5 of Covenants)

21. **BEAUTIFICATION:** As a beautification project in our community, the Architectural Control Committee encourages the planting of trees and shrubs on lots. The planting of trees or shrubs shall be subject to the approval of the architectural committee. (SEE PURCHASE AGREEMENT). Special rocks are encouraged to be placed around the ponds to control erosion, subject to approval from the committee. The landscaping rocks are at the homeowner's expense.

22. **PADDLE BOATS & DOCKS:** Paddle Boats and Docks are not permitted at this time due to insurance coverage. Our current provider will not supply coverage for Stratford Forest if paddle boats and docks are allowed. The Board is willing to revisit this subject at a future date if the insurance policies change.

23. **FOUNTAINS:** The only fountains allowed in any of the Stratford Forest Ponds will be Association owned. No private fountains will be allowed.

24. **TRAMPOLINES:** Are permitted in the back yards and must be kept in a high state of repair. (section 5.1 covenants).

Any questions, concerns, complaints or requests for approval should be submitted in writing to:

Stratford Forest Community Association
Attn: Architectural Committee Chairperson
P.O. Box 61
Arcola, IN 46704-0061

Section 2. Term of Office. Directors shall be elected for terms of one (1) year.

Section 3. Removal. Any Director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the Board of Directors, and such successor shall serve for the unexpired term of his predecessor. No Director removed from his Directorship by the Board may be reappointed.

Section 4. Compensation. No Director shall receive compensation for any service he may render the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two additional members, at least one of whom shall be a member of the Association and the other a person designated by Equity Land Corp. or its successor as defined in Section 1.8 of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Stratford Forest, Section I, but only so long as Equity Land Corp. or its successor as defined in Section 1.9 of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Stratford Forest, Section I shall be a Class "B" member, after which both additional members shall be members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve at the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at the annual meeting. The Nominating Committee shall make as many nominations for the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (A) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default of the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for an infraction of published rules and regulations;
- (C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictive Covenants;
- (D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent for three consecutive regular meetings of the Board of Directors; and
- (E) Employ an independent contractor, a manager, or such other

employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (B) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- (C) Accept fee simple title in the name of the Association as grantee to the Common and Recreation Areas at such time as a warranty deed for same is delivered and agree to pay any real estate taxes on said areas commencing with the installment due and payable after date of delivery of said deed;
- (D) Cause payment to be made, when due, for the electrical power supply required for the illumination of the streets and Common and Recreational Areas contained within the Properties;
- (E) Cause the Common and Recreational Areas to be properly and carefully maintained;
- (F) Fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period;
- (G) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (H) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same;
- (I) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a

certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (J) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (K) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (L) Cause all of the Restrictive Covenants for any Section of Association to be adhered to and enforced.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 1. Offices. The Officers of this Association shall be a President and a Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. Each officer of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

- (A) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (B) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence or incapacity, and shall exercise and discharge such other duties as may be required of him by the Board.
- (C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, serve notice of meetings of the board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (D) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee and the Board of Directors shall appoint such other committees as may be deemed appropriate in carrying out the purposes of these By-Laws, including an Architectural Control Committee as prescribed in the Restrictive Covenants.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictive Covenants, the Articles of Incorporation and the By-Laws of the Association shall be

available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As provided in the Restrictive Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common or Recreational Areas or abandonment of his Tract.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; provided, however, that the provisions herein relating to the Allen County Drainage Board or its legal successor may not be amended without the consent of said Board or its legal successor, and further provided that, so long as there is a Class B Membership, HUD/VA has the right to veto any amendment.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

ARTICLE XIII

ALLEN COUNTY DRAINAGE BOARD

The Association shall be bound by the rules and regulations, orders or mandates of the Allen County Drainage Board or its legal successor with respect to the maintenance of the Common or Recreational Areas within the Properties.