

Bylaws of Eastport Village Homeowners Association, Inc.

ARTICLE I.

Name and Location. The name of the nonprofit Corporation is Eastport Village Homeowners Association, Inc., hereinafter referred to as the Association. The principal office of the Corporation shall be located in Boone County, Missouri, or at such other place as the Association's Board of Directors shall from time to time designate.

ARTICLE II.

Definitions. The following terms shall have the following meanings when used in these By-Laws:

Section 1. General Definitions. Declaration means the Declaration of Restrictions of Eastport Village subdivision, which restrictions were made and are recorded at Book 2313, Page 740, by Mastermark Builders, Inc. and which are applicable to:

Lots 301 through 327 and Lots 329 through 359 of Eastport Village Plat 3, by the terms of the Declaration,

Lots 401 through 427, inclusive, of Eastport Village Plat No. 4, by the terms of that certain declaration recorded at Book 2519, Page 35,

Lots 501 through 554, inclusive, of Eastport Village Plat No. 5, by the terms of that certain declaration recorded at Book 2614, Page 60,

Lots 601 through 671, inclusive, of Eastport Village Plat No. 6, by the terms of that certain declaration recorded at Book 2879, Page 139, and

Lots 701 through 736, inclusive, of Eastport Village Plat No. 7, also by the terms of that certain declaration recorded at Book 2879, Page 139

all of the Records of Boone County, Missouri.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III.

Membership in the Association. Every Lot Owner except the Developer shall be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the provisions of the Declaration, and shall be entitled to all rights and provisions of Class A membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for Class

A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Lot subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Lot Owner shall execute any deed, lease, mortgage or other Instrument affecting title to his/her Lot ownership without including therein both his/her interest in the Lot and his/her corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE IV.

Voting Rights. The Association shall have one (1) class of voting membership, Class A. The qualifications for Class A membership and the identities of the Class A and the nature and extent of the voting rights of Class A shall be as specified in the Declaration.

ARTICLE V.

Membership Meetings.

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at any location within Columbia, Missouri selected by the Board, within three hundred sixty-five (365) days following the formation of the Association. Thereafter, the annual meetings of the Members of the Association shall be the second Thursday in August.

Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these By-Laws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by sixty percent (60%) of the Class A Members of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at the special meeting except as stated in the notice.

Section 4. Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Secretary of the Association to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon

the membership books of the Association. Notice may also be accomplished by service of same upon the member at his/her Lot or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

Section 5. Waiver of Notice. Any member may waive notice of any membership meeting, either in writing or by e-mail, signed by the member, whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice of the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.

Section 6. Quorum. The presence of twenty percent (20%) of the Class A members of the Association, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these By-Laws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the simple majority vote of the members present at each class. If a quorum is not present, a majority of the members present can adjourn the meeting to another date and time not less than seven days (7) from the time the original meeting was called, unless otherwise required by the Declaration, at which time the quorum requirement shall be reduced by one-half (1/2). Three (3) days notice of the date and time to which such adjourned meeting has been rescheduled shall be required, although notice is not required to be mailed.

Section 7. Proxies. A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his/her proxy. In no case may any member (except the Developer or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Secretary of the Association before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of the Association or by the death of the member. A member may take back a proxy by attendance at the meeting for which proxy was given.

Section 8. Meetings, Convened, How. Every meeting of the members, for whatever purpose, shall be convened and chaired by the Association's President, if he/she be present, otherwise by the Vice President, or in his/her absence or refusal to act by persons selected by the Board of Directors.

Section 9. Order of Business. Business meetings will follow Roberts Rules of Order. The order of business at all annual meetings of the members shall be as follows:

- a. Roll call and certification of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes of preceding meeting;
- d. Reports of officers, if any;
- e. Reports of committees, if any;
- f. Designation of Inspectors in election;
- g. Election of Directors in election;
- h. Old business; and
- i. New business.

In the case of special meetings, items a. through d. shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meetings.

ARTICLE VI.

Board of Directors.

Section 1. Number and Classification. The Board of Directors of the Association shall initially consist of three (3) Directors. During such time as the Developer owns any Lots within the Development, unless the Developer elects otherwise, the Directors shall be natural persons appointed by the Developer (who need not be Lot owners). After the Developer ceases to own any Lots within the Development, the Board of Directors shall consist of seven (7) natural persons, who must be Owners of ownership interests in Lots, elected by the members of the Association. Until the Developer ceases to own any Lots within the Development, all Directors shall serve until their respective successors are duly elected and qualified.

Section 2. Nominating Procedure. After the Developer ceases to own any Lots within the Development, the President of the Board of Directors shall select a nominating committee of two (2) persons, which will make nominations of persons to serve as Directors for the coming year at the annual meeting of the Association. Such nominating committee shall consist of the President and one other person selected by the President, who shall be a Lot Owner. Members of the nominating committee may also be members of the Board of Directors of the Association. Members of the Association shall have the privilege of making additional nominations from the floor at the annual meeting. The nominating committee shall make all reasonable attempts to secure suggestions for nominations from all interested persons.

Section 3. Vacancies. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined with the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his/her absence from the meeting of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one (1).

Section 4. Management. The Board of Directors shall, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified by the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect.

Section 5. Election and Term of Office. So long as the Developer owns Lots within the Development, all Directors shall be appointed by the Developer. After the Developer no longer owns any Lots in the Development, the Directors shall be elected at the annual meeting of the members from among those persons nominated as provided herein. The terms of the Directors appointed by the Developer shall expire when their successors have been either appointed by the Developer, or have been elected at the first annual meeting of the members after the Developer ceases to own any Lots in the Development, and such Directors are duly qualified. At the first annual meeting of the members after the Developer ceases to own any Lots within the Development, the terms of office of the two (2) Directors receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the two (2) Directors receiving the second greatest number of votes shall be fixed at two (2) years, and the term of office of the remaining Directors shall be fixed at one (1) year. Thereafter, at the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessment(s) and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his/her successor as provided in Section 3 of this ARTICLE.

Section 7. Compensation. Directors, as such, shall not receive any stated compensation or salaries for their services as Directors.

Section 8. Organization Meeting. The first meeting of each newly constituted Board of Directors following the most recent election shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which Directors are elected, and no notice shall be necessary to the Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, facsimile or e-mail at least six (6) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, facsimile or e-mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors a simple majority of the Directors shall be required for the meeting to go forward. If at any meeting of the Board of Directors there be less than a simple majority present, the meeting shall be adjourned. At all meetings of the Board of Directors, except where otherwise provided, the Board of Directors shall make all decisions by a simple majority vote of the Directors present.

Section 13. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if in its discretion the Board deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds furnish adequate fidelity bonds, and may purchase Officers and Directors liability insurance. The premiums on such bonds and insurance shall be paid by the Association.

Section 15. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these Bylaws directed to be exercised and done by the members of the Association. The property and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members. The Association's Board of Directors shall have authority to employ, discharge and determine the compensation of such management personnel, management firm, managing agent, professional management and employees as in its opinion are needed to do the work of the Association. The Board of Directors shall make such rules as in its judgment are necessary concerning the receiving, banking and disbursing of funds, and the handling of any other business of the Association; provided, however that such rules shall not be inconsistent with any of the provisions of these By-Laws, the Declaration or the Association's Articles of Incorporation. The Board of Directors shall also be responsible for arranging the annual auditing of all accounts of the Association. The Board of Directors shall have the duty and responsibility to see to it that the Association does all that is required of it to discharge its duties to the Association's members as specified by the Declaration, and particularly shall see to it that the Association provides for those services and other items required of it by the Declaration.

Section 16. Assessments. In addition to its powers and duties as provided for by the above provisions of these By-Laws, the Association's Board of Directors shall have the duty and responsibility to levy, collect and enforce those annual and special assessments provided for by the Declaration. The terms and conditions of the Declaration dealing with such assessments are incorporated herein by reference.

ARTICLE VII.

Section 1. Number. During such time as the Developer owns Lots within the Development, the officers of the Association shall consist of a President, Secretary and Treasurer, selected by and among the members of the Board of Directors. After the Developer no longer owns any Lots in the Development, the officers of the Association shall consist of a President, a Vice President, a Secretary, a Treasurer and 3 members at large. Officers must be members of the Board of Directors. After the Developer no longer owns any Lots in the Development, officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association.

Section 2. Term. The Officers shall hold office for a period of one (1) year from the date of selection, and until their successors are duly elected and qualified.

Section 3. Vacancies. A vacancy in any office for any reasons shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

ARTICLE VIII.

Section 1. General Powers. The officers of the Association shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these By-laws, or by resolution of the Board of Directors.

Section 2. President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He/She shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He/She shall sign all notes, agreements, and conveyances of other Instruments in writing made and entered into for or on behalf of the Association. He/She shall have all the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from time to time among the members of the Association as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he/she shall have custody of the seal of the Association; he/she shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/She shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Assistant Secretaries. The Assistant Secretaries, in order of succession, shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary, and such other duties, if any, as may be prescribed by the Board of Directors.

Section 7. Assistant Treasurers. The Assistant Treasurers, in order of their succession, shall perform all of the duties of the Treasurer in the event of the death, disability or absence of the Treasurer, and such other duties, if any, as may be prescribed by the Board of Directors.

Section 8. Compensation of Officers. No officer shall receive any salary or other compensation for services rendered to the Association in his/her capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

ARTICLE IX.

Liability and Indemnification of Officers and Directors. In addition to the right to indemnification provided for by the Articles of Incorporation of the Corporation, the officers and Directors of the Corporation shall be entitled to indemnification in accordance with the following provisions of this ARTICLE IX:

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or Directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. 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 (including the Developer) in which one or more of the Directors of the Association are directors or officers or are pecuniary or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee therefore which authorizes or approves the contract or transaction, or because of his/her or their votes as counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

a. The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

b. The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

c. The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorized, approves or ratifies any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if he/she were not such director or officer of such other corporation or not so interested.

ARTICLE X.

Management.

Section 1. Management. The Association, by and through its Board of Directors, shall manage, operate and maintain the Development, and for the benefit of the Lot and the owners thereof and residents of the Development, shall enforce the provisions of the Declaration and of these By-Laws, and may pay out of the management fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association under the terms of the Declaration.

Section 2. Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than sixty (60) days written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for the maintenance requirements imposed by these By-Laws and the Declaration upon the Association, if any, the Owner of any Lot shall, at his/her own expense, maintain the interior of the building located on his/her Lot and any and all equipment, appliances or fixtures therein situated, and its other appurtenances (including without limitation any balcony, deck, terrace, porch or patio appurtenant to such Lot) in good order, condition and repair, and in a clean and sanitary condition and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his/her Lot, the building located thereon, and such appurtenances. In addition to the foregoing, the Owner of any Lot shall, at his/her own expense, maintain, repair or replace all improvements located on his/her Lot so as to maintain same in a clean, neat, safe, sanitary and attractive condition.

ARTICLE XI.

Assessments.

Section 1. Annual and Special Assessments. The Association shall be entitled and required to assess and to receive, and the Association's members and the Lots shall be liable and responsible for paying, those annual and special assessments provided for by the Declaration, which shall be levied, assessed and collected as provided for by the Declaration and the above provisions of these By-Laws.

ARTICLE XII.

Section 1. Use Restrictions. The Lots and the Property shall be subject to those use restrictions set forth by the Declaration, and to those architectural controls imposed by the Declaration.

ARTICLE XIII.

General.

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement and ending dates of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice reasonably dictate that such change be made.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer, in accordance with good accounting principals and bookkeeping principals, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Development and its administration and shall specify the maintenance and repair expenses of the general and limited Common Elements and services and any other expense incurred. That amount of any assessment required for payment on any capital expenditures of the Association shall be credited upon the books of the Association to the Paid-in-Surplus account as a capital contribution by the members.

Section 3. Auditing. At the request of any member of the Board of Directors, the books and records of the Association shall be audited by an audit committee appointed by the Board of Directors, as the Board of Directors, in its discretion, shall deem appropriate. After the initial audit should questions remain the Association's books and records may be audited by an independent Certified Public Accountant

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of

the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

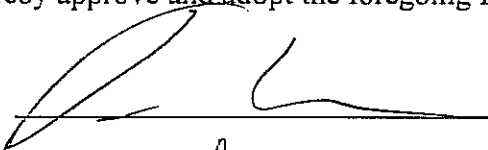
Section 6. Seal. The Board of Directors may, if it in its discretion it deems appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

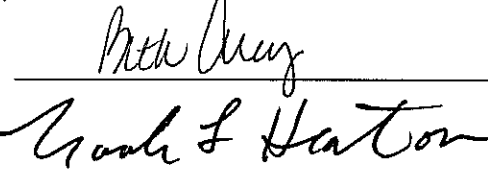
ARTICLE XIV.

Amendment. Those provisions of these By-Laws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these By-Laws may be amended by the affirmative vote of sixty percent (60%) of the Class A members present at any meeting of the members at which a quorum is present, and which is duly called for such purpose. Amendments may be proposed by the Board of Directors or by a petition signed by members representing at least one-third (1/3) of the Class A members. A description of any proposed amendment of these By-Laws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

APPROVAL OF BYLAWS

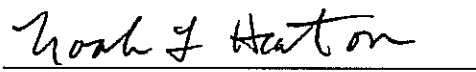
We, the undersigned Directors, being all of the members of the first Board of Directors of Eastport Village Homeowners Association, Inc. hereby approve and adopt the foregoing Bylaws, as being the Bylaws of the Association.



Mark Arney


Noah J. Heston

Adopted as the Bylaws of Eastport Village Homeowners Association, Inc. by the Board of Directors, such Bylaws being adopted at the first organizational meeting of the initial Board of Directors of the Association on the 24th day of October, 2008.



, Sec. of the Association
and of the First Meeting